MEMORANDUM OF UNDERSTANDING

BETWEEN AND FOR

THE CITY AND COUNTY OF SAN FRANCISCO

AND

TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO

AND

TRANSPORT WORKERS UNION, LOCAL 250-A

FOR THE PERIOD FROM

JULY 1, 1996 TO JUNE 30, 2000

(FOR 9163 TRANSIT OPERATOR)

3/11/97

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TABLE OF CONTENTS

		PAGE
PREAMBLE		1
ARTICLE 1.	OBJECTIVES	2
ARTICLE 2.	RECOGNITION	2
ARTICLE 3.	SCOPE OF AGREEMENT	3
	Section 3.1 Complete Agreement	3
	Section 3.2 Future Side Letters	4
	Section 3.3 Terms and Conditions of Employment	4
ARTICLE 4.	WAGE RATES	4
	Section 4.1 Basic Wage Rate Plus Cost of Living Adjustment	4
	Section 4.2 Hourly Rate for Persons Examined for Transit Operator Position After January 1, 1985	5
	Section 4.3 Hourly Rate for Transit Operators hired after January 1, 1997	6
	Section 4.4 Line Trainer Rate	6
	Section 4.5 Night Duty	7
ARTICLE 5.	TRUST FUND	7
	Section 5.1 Trust Fund	7
	Section 5.2 Overage Under Section 5.5 of the Prior MOU for Fiscal Year 1994/95	8
ARTICLE 6.	"AMBASSADOR" AND "FRIENDS OF MUNI" PROGRAMS	8
ARTICLE 7.	SENIORITY	9
	Section 7.1 Work Seniority	9
	Section 7.2 City Seniority	10
	Section 7.3 Seniority List	10
	Section 7.4 Seniority for Part-Time Operators	10
ARTICLE 8.	BENEFITS	10
	Section 8.1 Basic Fringe Benefits	10
	Section 8.2 Dental Plan	11
	Section 8.3 Health Plan Benefits	11
	Section 8.4 Retirement Benefits	12
	Section 8.5 Improved Retirement Benefits	12
	Section 8.6 Insurance Plan	12
	Section 8.7 Medical Exams	13
	Section 8.8 Uniform and Equipment	14

TABLE OF CONTENTS

		PAGE
	Section 8.9 Transit Passes	15
	Section 8.10 State Disability Insurance	16
	Section 8.11 Maternity Leave	16
	Section 8.12 Domestic Partners	17
ARTICLE 9.	HOLIDAYS	17
	Section 9.1	17
	Section 9.2	17
	Section 9.3	18
	Section 9.4	18
	Section 9.5	19
	Section 9.6	19
	Section 9.7 Leaves Other Than Vacation	19
	Section 9.8 Floating Holiday Sign-up	20
ARTICLE 10.	BEREAVEMENT LEAVE	20
ARTICLE 11.	PART-TIME OPERATORS	20
	Section 11.1 Definition	20
	Section 11.2 Recognition and Benefits	21
	Section 11.3 Number of Part-time Operators	21
	Section 11.4 No Layoffs	21
	Section 11.5 Hours of Work for Part-time Operators	21
	Section 11.6 Work Restrictions	22
	Section 11.7 Benefits for Part-time Operators	22
	Section 11.8 Civil Service eligible Lists	23
	Section 11.9 Movement Between Part-time and Full-time	24
ARTICLE 12.	REGULAR OPERATORS	24
	Section 12.1 Definition	24
	Section 12.2 Minimum Week	25
	Section 12.3 Weekend Off Runs	25
ARTICLE 13.	FORCE TOTALS	25
ARTICLE 14.	SCHEDULING AND ASSIGNMENTS	26
	Section 14.1 Schedules	26
	Section 14.2 Development of Schedules	26
	Section 14.3 Voluntary Reassignments	29

TABLE OF CONTENTS

		PAGE
	Section 14.4 Adjustments in Schedules Between Sign-ups	30
	Section 14.5 Temporary Reassignment Due to equipment Failures	31
ARTICLE 15.	SIGN-UPS	31
ARTICLE 16.	OPERATIONS OF THE MUNI METRO	32
	Section 16.1 MUNI Metro Runs	32
	Section 16.2 MUNI Metro Assignments	33
	Section 16.3 Work Past Relief Time	34
	Section 16.4 Removal of Operator from LRV Runs	34
	Section 16.5 Multiple Car Trains	35
	Section 16.6 Fall-back Policy	35
	Section 16.7 Proof of Payment Program	36
ARTICLE 17	HOURS OF WORK	36
	Section 17.1 Split Time	36
	Section 17.2 Work Time	37
	Section 17.3 Cable Car Gripman and Conductor and LRV Operator Report and Turn-in Time	39
	Section 17.4 Operators Called to Claim Department or Court	39
	Section 17.5 Time Off Between Scheduled Work	39
	Section 17.6 Accident Reports	40
ARTICLE 18.	WORK ON REGULAR DAY OFF (RDO)	40
	Section 18.1 Policy	40
	Section 18.2 Ineligibility for Work on RDO	40
	Section 18.3 Regular Day Off	41
	Section 18.4 Distribution of Overtime	41
ARTICLE 19.	OPERATORS UNDER INSTRUCTION	42
	Section 19.1 Learning New Mode	42
	Section 19.2 Retraining After Personal Leave	42
	Section 19.3 Qualifications	42
ARTICLE 20.	JURY DUTY	42

TABLE OF CONTENTS

		PAGE
ARTICLE 21.	JOINT LABOR MANAGEMENT BOARD AND SAFETY COMMITTEE	43
	Section 21.1 Joint Labor Management Board	43
	Section 21.2 Joint Safety Committee	43
ARTICLE 22.	RULES AND POLICIES	44
ARTICLE 23.	DISCIPLINE	45
	Section 23.1 Standards for Discipline	45
	Section 23.2 Notice of Proposed Discipline	45
	Section 23.3 Timing of Discipline	46
	Section 23.4 Passenger Service Reports	46
	Section 23.5 Missout Prevention Program	48
	Section 23.6 Accidents	50
	Section 23.7 Loss of Funds	52
	Section 23.8 Wrongful Suspensions or Discharges	52
ARTICLE 24.	PAY DAYS	52
	Section 24.1 Paychecks	52
	Section 24.2 Correcting Payroll Problems	53
ARTICLE 25.	MANAGEMENT RIGHTS	54
ARTICLE 26.	RETIREMENT SYSTEM PARTICIPATION FOR EMPLOYEE REPRESENTATIVES	55
ARTICLE 27.	GRIEVANCE PROCEDURE	56
ARTICLE 28.	NO DISCRIMINATION	56
	Section 28.1 Discrimination Prohibited	56
	Section 28.2 No Discrimination on Account of Union Activity	56
ARTICLE 29.	UNION DUES AND AGENCY SHOP	57
	Section 29.1 Payroll Deductions	57
	Section 29.2 Deductions of Insufficient Pay	57
	Section 29.3 Agency Shop	57
	Section 29.4 Religious Exemptions	58
	Section 29.5 Exemption for Management, Confidential or Supervisory Employees	58
	Section 29.6 Service Fees from Nonmembers	59
	Section 29.7 Financial Reporting	59

TABLE OF CONTENTS

		PAGE
	Section 29.8 Check off	59
	Section 29.9 Indemnification	60
ARTICLE 30.	SICK LEAVE PROCEDURE	60
	Section 30.1	60
	Section 30.2	60
	Section 30.3	60
	Section 30.4	61
	Section 30.5	61
	Section 30.6	61
	Section 30.7	62
	Section 30.8	62
ARTICLE 31.	INDUSTRIAL ACCIDENTS	62
	Section 31.1	62
	Section 31.2	62
ARTICLE 32.	ALCOHOL AND DRUG REHABILITATION PROGRAM	63
	Employee Assistance Program	63
	A. Overview and Principle	63
	B. Organization	66
	C. Pay Status During Voluntary Self-Referral Treatment	72
	D. Non-Paid Status During Treatment After Positive Test	73
	E. Education and Training	73
	F. Confidentiality	73
	G. Funding	74
	H. Special Provisions	74
	* Consequences of Positive Drug/Alcohol Tests	74A
	* Chart A: Employee Assistance & Rehabilitation Program	74B
	* Chart B: PTD-Local 250-A Assistance Program Service Access	74C
ARTICLE 33.	MISCELLANEOUS WORKING CONDITIONS	74
	Section 33.1 Restroom Facilities	74
	Section 33.2	75
	Section 33.3 Radios	75
	Section 33.4 (a) Gilley Rooms	75
	(b) Vending Machines	76
	Section 33.5 Security on MUNI Vehicles	76
	Section 33.6 Preventive Health Care Facility	77
	Section 33.7 Child Care	77

TABLE OF CONTENTS

		PAGE
	Section 33.8 AVL/AVM System	78
ARTICLE 34.	NO STRIKE CLAUSE	79
ARTICLE 35.	ORDINANCES PURSUANT TO CHARTER A8.404	79
ARTICLE 36.	AGREED POLICY ON AN APPROACH TO SOLVING CURRENT OUTSTANDING PROBLEMS ON MUNI	80
ARTICLE 37.	NEW & EXPANDED TRAINING PROGRAM	81
ARTICLE 38.	ADA (AMERICANS WITH DISABILITIES ACT)	81
ARTICLE 39.	MULTI-YEAR CONTRACT	82
ARTICLE 40.	DURATION	82
ARTICLE 41.	SAVINGS CLAUSE	82
APPENDIX A	SIDELETTERS OF AGREEMENT July 1, 1996 - June 30, 2000	
APPENDIX B	GRIEVANCE PROCEDURE	
APPENDIX C	AMBASSADOR AND FRIENDS OF MUNI PROGRAMS	
APPENDIX D	PASSENGER SERVICE REPORTS (PSR) CATEGORIES	

PREAMBLE

This Memorandum of Understanding (hereinafter termed "MOU") has been developed jointly by the Board of Supervisors (hereinafter termed "Board"), the Public Transportation Department (hereinafter termed PTD) under authority of the Public Transportation Commission (hereinafter termed "PTC"), the Transport Workers Union of America, AFL-CIO and the Transport Workers Union Local 250A (hereinafter jointly termed "Union") in order to meet their mutual responsibility to provide the public they serve with dependable, prompt, safe, economical, courteous public transportation. The PTC, the Board and the Union have developed this agreement in compliance with the provisions of the Employer-Employee Relations Ordinance of the City and County of San Francisco (hereinafter termed "City").

It is the intent of the parties signatory hereto that the provisions of this MOU shall bind the Union and its members upon ratification by its members. It is the intent of the parties signatory hereto that the provisions of this MOU shall bind the City upon ratification by the Board and by the PTC as to those matters in the PTC's jurisdiction.

ARTICLE 1. OBJECTIVES

The delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and its employees. Such achievement is recognized to be a mutual obligation of the parties of this MOU within their respective roles and responsibility.

The Union recognizes the City's right to establish and/or revise performance levels, norms or standards notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees. New or revised performance levels, norms or standards shall be implemented only after meeting and conferring with the Union.

The City recognizes the Union's or the Operator's right to grieve the effect of an implementation of the revised performance levels, norms or standards.

Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable Charter provisions, rules and regulations of the Civil Service Commission (hereinafter termed "CSC"), and the provisions of this MOU.

ARTICLE 2. RECOGNITION

The City acknowledges that the Union has been certified by the Municipal Employee Relations Panel as the recognized employee representative for the following classification: 9163 Transit Operator. Should the above classification be amended or reclassified by the Civil Service Commission, the City and the Union will meet and confer as to the application of this MOU to the revised classification(s).

Should any new form of transportation be developed and put into operation by the Public Transportation Department which is not already covered by this MOU regarding wages and other terms and conditions of employment, including seniority, the City and the Union shall meet and confer on the appropriate terms and conditions of employment for such new form of transportation.

ARTICLE 3. SCOPE OF AGREEMENT

Section 3.1 Complete Agreement

(a) This MOU shall constitute the complete written agreement between the City and the Union, except that the parties agree that the Side Letters signed off by the Director of the PTD and Union as of October 30, 1996 attached to this MOU as Appendix A shall continue in effect until June 30, 2000.

(b) Rules and policies adopted prior to July 1, 1996 shall continue in effect unless they are inconsistent with or have been superseded by the terms of this or a prior MOU or until:

1. They have expired by their own terms;
2. They have been superseded by other rules or policies; or
3. They have been revised in accord with Article 22 hereof.

(c) The parties do not intend this section either to eliminate or confirm procedures, practices, or benefits which are not contained in a written agreement to which the Union is a party.

Section 3.2 Future Side Letters

All future side letters affecting matters within the authority and control of the Public Transportation Department shall be entered into by and between TWU and the Director of Public Transportation. If appropriate, the side letters will be subject to the approval of the Public Transportation Commission.

Section 3.3 Terms and Conditions of Employment

The terms and conditions of employment for operators shall be governed by the terms and conditions established by Charter provisions, ordinances of the Board, relevant rules of the CSC, PTC and PTD, and by the terms and conditions of employment set forth in this agreement. To the fullest extent legally possible, the terms of this MOU shall control over those set forth in the foregoing authorities.

ARTICLE 4. WAGE RATES

4.1 Basic Wage Rates Plus Cost of Living Adjustments

The basic wage rates established plus the cost of living adjustments for fiscal year 1996-1997 shall be as follows:

$19.45 per hour

$12.26 trainee rate

The basic wage rates established plus the cost of living adjustments for fiscal years 1997-1998, and 1998-1999 shall be the average of the two highest wage schedules in effect on July 1st of each fiscal year in the two systems certified by the Civil Service Commission (or which would be certified using the procedure for so determining the systems historically used by the Civil Service Commission if the Civil Service Commission does not exist) pursuant to §A8.404 of the San Francisco

Charter, plus any allowable cost of living allowance. Except that for fiscal years 1997/1998 and 1998/1999, the increase in each year shall not be greater than 3% per year.

For the 1999/2000 contract year, the parties may reopen on the basic wage rate, and each party may designate up to two non-economic issues to reopen.

Section 4.2 Hourly Rate for Persons Examined for Transit Operator Position after January 1, 1985

The basic wage rate plus cost of living adjustments (hourly rate) for operators who are employed as a result of a civil service examination given after January 1, 1985 will be the percentage of the hourly rate established in Section 4.1 set forth below:

Months of Employment	Percentage of Hourly Rate Set Forth in Section 4.1
For up to 1st 35 days	100% of Trainee Rate
0 to 6 mo.	80%
6 to 12 mo.	85%
12 to 18 mo.	90%
18 plus Mo.	100%

The number of months of employment in the foregoing table shall be measured from the date the trainee rate is no longer applicable under the terms of Section 4.1.

Section 4.3 Hourly Wage Rate for Transit Operators Hired After January 1, 1997

The basic wage rate plus cost of living adjustments [hourly rate] for persons who are employed by the City as transit operators after January 1, 1997 will be the percentage of the hourly rate established in Section 4.1 as set forth below:

Months of Employment	Percentage of Hourly Rate
For up to 1st 35 days	100% of Trainee Rate
0 to 6 mo.	70%
7 to 12 mo.	75%
13 to 18 mo.	80%
19 to 24 mo.	85%
25 to 30 mo.	90%
31 mo. +	100%

The number of months of employment in the foregoing table shall be measured from the date the trainee rate is no longer applicable under the terms of Section 4.I.

Section 4.4 Line Trainer Rate

Certain runs in each division will be designated "line trainer runs". Operators who sign on these runs are requested to qualify as certified line trainers by passing the prescribed line trainer course and tests, and are requested to take students. Effective immediately upon ratification by the Board of Supervisors, line trainers will be paid $2.00 per hour above their regular rate of pay for each hour or portion thereof while instructing or training students.

Section 4.5 Night Duty

Night duty is any work performed after 6 p.m. or prior to 6 a.m. Operators shall be paid 6-1/4 percent more than the base hourly rate for work performed during night duty hours.

ARTICLE 5. TRUST FUND

5.1 Trust Fund Contributions

The City shall continue to conduct actuarial studies of vacation, retirement and health benefits pursuant to Charter section A8.404 for the term of this contract.

The City and the union agree that the sum identified heretofore as the trust fund overage for fiscal year 1995/96 will be transferred back to the City. The City and the union agree that the entire sum referenced in the above sentence will be used by the City to fund its trust fund contribution for fiscal year 1996/97.

In addition to this, the City will contribute into said Trust Fund an amount not to exceed $3.4 million for 1996/1997. For FY 1997/98, 1998/99, and 1999/2000, the City agrees to contribute to the Trust Fund the amount, if any, as certified by the San Francisco Civil Service Commission or its successor pursuant to the provisions of Charter Section A8.404 (f), which represents the dollar difference between the values of vacation, health and retirement benefits in the surveyed properties and the values of those same benefits in San Francisco.

It is agreed that any or all of the above referenced amounts which exceed the level of permissible Trust Fund contributions under the Charter shall be placed into the fund set forth in section 5.2 below.

5.2 Overage Under Section 5.5 of the Prior MOU For Fiscal Year 1994/95

Subject to enactment of appropriate legislation by the Board of Supervisors establishing a fund and authorizing the Trustees of the Trust Fund to receive, administer and expend such funds, the trust fund overage of $809,000 from fiscal year 1994/1995 and all actual interest earned for fiscal year 1994/1995, shall be paid into such fund. TWU and Muni hereby agree to request and support such legislation by the Board of Supervisors.

It is hereby agreed by the Transport Worker's Union that if the sums, as proposed in this section, are paid into such a fund, and if the City allocates the additional sum of up to $500,000 to fund the implementation of the "Ambassador" program and the "Friends of Muni" Program proposed by the Union, and agreed to by the Union and the City, TWU will support the appropriation by the Trustees of a dollar for dollar matching sum up to a limit of $500,000 to match the City's appropriation for these two programs, recognizing the benefit that will accrue to Muni operators by the implementation of these programs. TWU and Muni will support the expenditure of the balance of the sums paid into the fund for the funding of a health and fitness program and a childcare program for the benefit of Muni operators.

ARTICLE 6. "AMBASSADOR" AND "FRIENDS OF MUNI" PROGRAMS

In the 1996 negotiations, the Union and Muni management discussed two programs designed to "Reinvent Muni." The Ambassador Program is intended to bring into being a new relationship between operators and passengers as part of a new passenger-centered Muni. "Friends of Muni" is a new organization of Muni riders

and businesses and others who are served by Muni to work together to bring a new Muni into being.

There has been agreement between Muni management and the Union on these programs, and agreement to work together to bring them into being. A source of funding for these new programs has been established as set out in Section 5.2 herein. Over the next six months, the parties shall work together to develop detailed plans for the two programs, which will be included in Appendix C of this MOU.

ARTICLE 7. SENIORITY

Section 7.1 Work Seniority

(a) Work seniority for regular full-time operators shall be defined as the length of continuous service determined from the date of full-time employment either as temporary or permanent from a regular 9163 Civil Service list. In the event that two or more employees' seniority begins on the same date, said employees' places will be determined by the order of said employees on the Civil Service eligible list from which they were appointed. Work seniority shall prevail for operators with regard to preference in sign-ups and work assignments.

(b) An operator permanently promoted to any position in the Public Transportation Department other than that of operator shall retain work seniority in case of return to the operator's classification within one year of promotion. After one year, any past service as an operator shall not be counted in establishing work seniority.

(c) An operator receiving a non-civil service or limited tenure appointment to any position in the Public Transportation Department other than that of

operator shall retain work seniority in case of return to the operator's classification within one year of promotion. After one year, any past service as an operator shall not be counted in establishing work seniority.

Section 7.2 City Seniority

City seniority shall be defined as the length of continuous service determined from the day the employee begins work with the City and shall prevail in determining the length of vacations and preference in vacation sign-ups.

Section 7.3 Seniority List

Seniority lists detailing the date of commencement of service for all operators and their ranking in order of work seniority and vacation seniority shall be maintained at all times in the office of the Director of Public Transportation. Officers of the Union shall have access to the seniority list at all times, and on the first day of each month, a revised copy of the seniority list will be supplied to the Union.

Section 7.4 Seniority for Part-Time Operators

Work seniority for part-time operators shall be defined as the length of continuous service determined from the date of employment as an operator.

ARTICLE 8. BENEFITS

Section 8.1 Basic Fringe Benefits

Operators shall be entitled to receive such fringe benefits as are granted to miscellaneous employees in the City in accordance with applicable provisions of the

Charter, ordinances or CSC Rules, except as may be additionally provided in this MOU.

8.2 Dental Plan

For permanent full time employees, effective 12/28/96, the City shall pick up the full cost of the current dental plan for employees and dependents, and will pay directly to the provider. In addition, in fiscal year 1996/97, the City will contribute $925,000 to the Trust Fund for reimbursement of the first six months of Dental plan costs.

The aforesaid contributions shall not be considered as part of an employee's compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, or retirement benefits, nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.

This benefit shall be included in the actuarial study as a City paid health benefit.

8.3 Health Plan Benefits

For permanent full time employees, effective 1/11/97 the City contribution for employee health benefits shall be at the amount set by the provisions of the Charter, and for dependent health care coverage shall be a total of $225 per covered employee per month. The aforesaid contributions shall not be considered as part of an employee's compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, or retirement benefits, nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.

This benefit shall be included in the actuarial study as a City paid health benefit.

Section 8.4 Retirement Benefits

For permanent full-time employees, the City shall pick up the employee contribution to Retirement as follows:

Effective 1/11/97, the City will contribute to the appropriate pension plan a total of: 8% of pension covered gross salary for old plan SFERS full rate members, and 7.5% of pension covered gross salary for new plan full rate SFERS members;

Pursuant to San Francisco Administrative Code section 16.61-1 (4)(a), the Union hereby elects effective January 11, 1997 to place all employees covered by this agreement into a full retirement contribution status. The parties recognize that the implementation of full contribution rather than reduced contribution is irrevocable.

The aforesaid contributions shall not be considered as part of an employee's compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, or retirement benefits, nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.

This benefit shall be included in the actuarial study as a City paid retirement benefit.

Section 8.5 Improved Retirement Benefits

Subject to the passage of a Charter amendment authorizing the bargaining of retirement benefits, the City agrees to reopen this contract at the request of the Union for purposes of negotiating modifications to current employee retirement benefits.

Section 8.6 Insurance Plan

(a) A life insurance policy of $14,000 with a permanent total disability benefit provision, subject to the conditions and provisions of said policy, shall be provided for all operators with 5 years or more of -service, the full premium cost of which shall be paid for by the Public Transportation

Department. For employees with 1 year or more but with less than 5 years of service, a similar policy of $6,000 will be provided. Coverage shall be suspended for an operator who has been off the payroll and been absent from service for a continuous period of twelve months.

(b) Job-Connected Incidents. The Public Transportation Department shall provide $175,000 accidental death, dismemberment and loss of sight coverage for each operator from the first date of employment. This accidental death, dismemberment and loss of sight policy shall be limited to injuries sustained during the course of a felonious assault on the operator, provided the injuries arise while the operator is performing the duties of the operator's occupation as assigned and authorized by the Public Transportation Department, or occurs during direct commutation to and from work by the operator.

Section 8.7 Medical Exams

(a) The City shall bear the entire cost of any physical examination to which an operator is required to submit by requirements of the California Highway Patrol or of the Public Transportation Department, provided, however, that if the operator egress to the scheduled appointment and without prior notice which enables the Public Transportation Department, with no charge, to cancel the appointment or a reasonable excuse for an unavoidable failure, fails to keep his/her appointment, the cost of the missed examination shall be borne by the operator.

(b) Operators required to report to a physician designated by the Public Transportation Department for physical examination outside their tour of duty will be allowed pay at their regular rate of pay for three hours for

each such visit, provided they give to their dispatcher, at the first opportunity after the examination, written verification that such examination was held.

(c) Operators shall be given written notice of a scheduled examination not less than 96 hours prior to the appointment. An operator may be scheduled to fill a canceled appointment with less than 96 hours notice, but if such operator misses his or her appointment, the operator may not be charged for the missed appointment.

Section 8.8 Uniforms and Equipment

(a) Operators are required to wear the prescribed Public Transportation Department uniform on duty, and shall not wear the uniform at any other time except on their way immediately to and from assigned Public Transportation Department work.

(b) Each operator will be responsible for maintaining the uniform in a clean and presentable condition, and for maintaining a neat appearance while on duty. The Director of the Public Transportation Department will have the right to prescribe the parts of the uniform to be worn under different conditions of service. Every operator will display his/her employee number or other identifying number at all times while on Public Transportation Department business or work, in such manner as prescribed by the Director of the Public Transportation Department.

(c) All items of uniform, uniform insignia, and equipment supplied to an operator by the Public Transportation Department will be returned to the Public Transportation Department, as required by Public Transportation Department management, when the operator leaves Public

Transportation Department service. Equipment not so returned will be paid for at cost. The Public Transportation Department may direct that the employee's final paycheck be held until such equipment has been properly returned.

(d) Uniforms shall be furnished to operators. The items of uniform apparel to be furnished shall consist of two jackets, two vests, four pairs of trousers, six shirts, two ties, and one cap and cap cover or beret if requested. Cable car operators shall be furnished a foul weather jacket and vest.

(e) Uniforms are to be replaced when they become unserviceable. The unserviceable item must be submitted in order to receive a replacement.

(f) Female operators shall be provided with an appropriate female uniform equivalent to that furnished to male operators.

(g) The Public Transportation Department management will use its best efforts to arrange with the uniform contractor to maintain extended hours at least one day per week for the issuance of uniforms.

Section 8.9 Transit Passes

Operators, their spouses and legally dependent children under nineteen (19) years of age who are living with the operator shall be provided with system passes pursuant to rules jointly agreed to by the Public Transportation Department and the Union. Retired employees shall be provided with system passes for the remainder of their lives. Upon separation other than retirement, the Public Transportation Department may direct that the employee's final paycheck be held until such pass(es) have been properly returned.

Section 8.10 State Disability Insurance

(a) The payment of sick leave pursuant to Rule 20 of the Civil Service Commission shall not be affected and shall be supplementary to payments from State Disability Insurance. An employee entitled to SDI shall receive in addition thereto such portion of his/her accumulated sick leave with pay as will equal, but not exceed, the regular biweekly gross earnings of the employee, including any regularly paid premiums. Such supplementary payments shall continue for the duration of the employee's illness or disability, or until sick leave with pay credited to the employee is exhausted, whichever occurs first.

(b) The City agrees to continue participating in the State Unemployment Insurance Program as long as applicable laws so require.

Section 8.11 Maternity Leave

(a) A pregnant operator may continue to perform her normal duties so long as she is medically fit to do so. Maternity leave is governed by sick leave rules applicable to all operators. A pregnant operator shall be granted sick leave if she submits a certificate from her physician in accordance with Civil Service Rule 20.1. The Public Transportation Department may require a pregnant operator to submit to a medical examination by an appropriate specialist to determine her fitness to perform her duties as an operator in accordance with Section 20.2 hereof. This provision may be reopened by either of the parties if medical evidence establishes that health and safety factors justify adoption of different rules.

(b) An operator will be granted childcare or personal leave without pay in accordance with the provisions of Civil Service Rules 20.33 and 20.20 if the Public Transportation Department determines that it will not interfere with the needs of the service.

Section 8.12 Domestic Partners

In all Articles of this MOU which provide rights or benefits for dependents of a transit operator, the same shall be provided to a Domestic Partner consistent with existing law which may be subsequently amended.

ARTICLE 9. HOLIDAYS

Section 9.1

The following twelve (12) days shall be considered paid holidays under the provisions, hereinafter set forth: New Year's Day, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Christmas, Operator's Birthday and one (1) Floating Holiday which shall be bid pursuant to the procedures set forth in Section 9.8.

Section 9.2

Each operator who is not assigned to duty on a holiday listed above shall be paid as follows:

Eight (8) hours straight time.

Section 9.3

Operators assigned to work on any of such holidays will perform such assignments and will be paid as follows:

(a) Operators who work on a holiday shall be paid the regular run pay and, in addition, shall receive a holiday pay computed as set forth in Section 9.2.

(b) Operators who are assigned to duty on any of the foregoing holidays and who do not report for duty will not be paid for such holidays.

(c) When a contract holiday falls within an operator's vacation period or in the event an operator's floating holiday coincides with any other holiday listed herein, such operator shall receive holiday pay for each such holiday, computed as set forth in Section 9.2. Any operator having an unused vacation day as a result of a holiday falling during his/her vacation period shall take the vacation day with pay at a time established pursuant to the procedures set forth in Section 9.7.

(d) An operator assigned to work on a holiday shall have the option of choosing an alternative day off with pay in lieu of holiday pay pursuant to the procedure set forth in Section 9.7. The operator shall be paid regular run pay for the holiday worked and shall be paid the eight hours holiday pay on the alternative day off. Not more than three holidays may be so treated by an operator in each fiscal year.

Section 9.4

An operator who has performed no work for the Public Transportation Department during a continuous period of thirty (30) days or more immediately preceding a holiday, except for absence during paid vacation, shall not receive any pay for the holiday, or be allowed another day off in lieu thereof. Operators who are

on leave of absence or who are on the inactive list will not be paid for holidays occurring during their period of absence.

Section 9.5

An operator shall not receive wages for a paid holiday unless he/she reports for work on his/her last scheduled work day before the holiday and the first scheduled work day after the holiday, or is on paid status on such days. Paid status includes an absence for which sick leave is paid or leave for an industrial accident or for an absence as a result of an assault.

Section 9.6

Operators shall not be required to work on their floating holidays.

Section 9.7 Leaves Other Than Vacation

An operator will be permitted to have a day off to meet personal needs subject to the following conditions:

(a) The day off shall be without pay, except that the days off selected by an operator under Section 9.3(C) and 9.3(D) shall have the pay provided in that section.

(b) No more than 1% of the operators in a division may take off the same day.

(c) A roster of those requesting days off shall be maintained by the Division Manager and the union division chairperson, and days off will be permitted in order of request.

(d) Requests for the day off must be placed on the roster not less than 120 hours before the operator's regular report time for the day requested off.

(e) The maximum number of days off per year permitted to operators for personal needs pursuant to this section is three.

Section 9.8 Floating Holiday Sign-Up

Commencing in 1987, and each year thereafter, at a separate sign up held immediately after the regular vacation sign up for that year, operators shall sign up for the two floating holidays for that year. The number of slots available for the floating holidays will take into account the number of operators in the division, but there will be not less than one slot for each day of the week in each division.

ARTICLE 10. BEREAVEMENT LEAVE

Three (3) days' leave with pay shall be allowed to each operator for the death of the employee's spouse or domestic partner, parents, step parents, grandparents, parents-in-law, sibling, step child, adopted child, a child for whom the operator has parenting responsibilities, aunt or uncle, legal guardian, or any person who is residing in the household of the operator. Such leave shall not exceed three working days and shall be taken within 30 calendar days after the date of death.

ARTICLE 11. PART-TIME OPERATORS

Section 11.1 Definition

Part-time operator shall mean a person employed by the Public Transportation Department on a continuing basis for less than full time as defined for regular operators. Part-time operators may be assigned to part-time runs or the part-time

operator extra board. Upon qualification as a transit operator, such employee will serve a probationary period In accordance with Civil Service rules.

Section 11.2 Recognition and Benefits

The Union is recognized as the employee representative for all part-time operators. All of the terms and conditions of employment applying to full-time operators shall apply to part-time operators except as may be specifically set forth in this article.

Section 11.3 Number of Part-time Operators

Until June 30, 2000, the number of part-time operators shall not exceed 220, or 12%, of the number of regular operators authorized in the pertinent annual salary ordinance, including any amendments thereto.

Section 11.4 No Layoffs

No regular operator employed by the Public Transportation Department on the date of ratification of this MOU shall be laid off or required to take part-time status while part-time operators are employed.

Section 11.5 Hours Of Work for Part-time Operator

Part-time operators shall not be scheduled for more than 5 hours work per day. An extra board may be established with part-time operators, but no part-time operator will be assigned to work left vacant unless no regular operators on the extra board are available. The Public Transportation Department agrees that there will be no reduction in the regular operator extra board for the purpose of having work normally performed by regular extra board operators performed by part-time operators. There

shall be not less than 100 straight part-time runs in total, and not less than six (6) straight part-time runs per division.

Section 11.6 Work Restrictions

Part-time operators will not be assigned to work on cable cars and shall not be assigned to vacation relief or long-term sickness relief for work by regular operators.

Section 11.7 Benefits for Part-Time Operators

(a) Part-time operators shall receive the same hourly rate of pay, including cost-of-living allowances, as regular operators, but shall not receive any allowance for split time. Part-time operators shall be paid for each day that they are required to report for work for the number of hours of work for which they are scheduled. Part-time operators shall be scheduled for not less than 3-1/2 hours per day. Part-time operators who report to work with no scheduled hours of work shall receive not less than 3-1/2 hours of pay each time they are required to report for work. Part-time operators shall be eligible for all other fringe benefits available to regular operators and shall be subject to all the conditions for qualifying for such benefits; provided, however, that eligibility and pay for holidays, sick leave, vacation and other monetary benefits shall be prorated using the ratio which the total of the employee's regularly scheduled hours in a bi-weekly pay period bears to the 80 hours which constitute full-time employment.

(b) Effective 12/28/96, the City will contribute to the appropriate pension plan a total of 2 1/2% of pension covered gross salary for Part-Time

Operators consistent with provisions of the Charter and Administrative Code.

(i) This benefit shall be included in the actuarial study as a City paid retirement benefit.

(ii) The aforesaid contributions shall not be considered as part of an employee's compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, or retirement benefits, nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.

(c) The parties agree to meet in order to negotiate additional health, dental and retirement benefits for part-time operators, consistent with the provisions of the Charter and the Administrative Code. Such agreements reached for part-time operators shall be implemented on the pay period beginning closest to September 1, 1997.

Section 11.8 Civil Service Eligible Lists

The parties will request that the Civil Service Commission establish and maintain separate eligible lists for part-time and full-time operators. If separate lists are established, full-time operators shall be appointed only from the full-time eligible list. There will not be a requirement that an operator work part-time in order to be eligible for full-time employment. If it is necessary to amend, or receive an exemption from, any civil service rule to accomplish the last sentence, the parties agree to request jointly that the Civil Service Commission so arrange.

Section 11.9 Movement Between Part-time and Full-time

In addition to the existing regular part-time and full-time 9163 appointment procedures, the movement of operators from full-time to part-time and vice versa shall be subject to the following:

(a) A move from full-time to part-time or a move from part-time to full-time can only be made if there is an unfilled position available to be moved into.

(b) A part-time operator can move to full-time: 1) if his or her appointment to the operator position was from a regular civil service list; or 2) as may be otherwise agreed upon by the parties to this MOU.

(c) A move from full-time to part time may be made at any time; however, once this is done, the person must stay part-time for at least one year. If more operators wish to move than positions are available, the choice of operators to move shall be made in seniority order.

ARTICLE 12. REGULAR OPERATORS

Section 12.1 Definition

Regular operator shall mean a person employed by the Public Transportation Department on a regular, full-time continuing basis, whether assigned to a regular run or to the extra board. Upon qualification as transit operator, such employee will serve a probationary period in accordance with civil service rules.

Section 12.2 Minimum Week

All regular operators shall be entitled to not less than 8 hours' work per day and a total of forty hours' work over a five consecutive day period. This guarantee will apply only if, the operator reports on time and is available for his or her regularly scheduled run; or in the case of extra operators, or regular operators working as extras, if he or she reports on time daily and holds him/herself available for such work as may be assigned to them. The exception to the above guarantee to regular operators is in the event of unusual circumstances wherein no work is available, such as, but not limited to, earthquake, strike, etc.

Section 12.3 Weekend Off Runs

For the period of this MOU, the Public Transportation Department will maintain a minimum of 700 regular runs and extra board assignments with both Saturday and Sunday off.

ARTICLE 13. FORCE TOTALS

The Union and the City agree that there shall be an Available Operator Force equal to the number of scheduled runs and blocks plus an extra board equal to 27 1/2% of the number of scheduled runs and blocks. "Available Operator Force" is defined as the number of operators on the property, trained and ready to work as assigned. As of the date of ratification of this MOU, there are 1401 scheduled runs and blocks. It is the intention of both parties that all runs and blocks be staffed.

The Union and the City further agree that an Available Operator Force of 1780 shall be in place no later than January 1, 1990, and shall be maintained for the period of the MOU.

If the Available Operator Force level herein provided falls below 1780 operators for more than 30 days following January 1, 1990, the Public Transportation Department shall immediately initiate the process of converting sufficient part-time operators to full-time status to attain the Available Operator Force total.

The Union will work with the Public Transportation Department to reduce operator absenteeism.

ARTICLE 14. SCHEDULING AND ASSIGNMENTS

Section 14.1 Schedules

It is hereby agreed by TWU and MUNI that establishing appropriate standards and criteria to be followed in setting schedules is of vital importance to the operation of MUNI and to TWU's and its members' acceptance of the schedule setting procedure. TWU and MUNI agree that they will work together to review current practice on MUNI and on other comparable transit systems, and will identify potential improvements and alternative scheduling methods for use at MUNI. TWU and MUNI will meet and confer pursuant to the Meyers- Milias-Brown Act on all proposed changes in scheduling matters within the scope of bargaining.

Section 14.2 Development of Schedules

(a) It is the sole right of management to schedule service in the most cost effective manner consistent with the transit needs of the public. Except in emergency situations rendering such action impossible, all proposed

scheduling changes will be discussed by management with the union at the earliest possible date. The Union shall be given access to all information available to the schedule department concerning schedule changes, and union division officers shall be permitted to observe and comment on the development of schedules during the process of development. Not less than 60 days prior to the time a schedule is planned to go into effect, the schedule and traffic department shall meet with the union division officers to discuss proposed service changes. Not more than five days after this initial meeting, the union shall inform management of any objection it may have relative to proposed service routes, headways, recovery times and running times only on the basis of health or safety hazards to operators. Not more than ten days after the initial scheduled meeting, representatives of management and the Union shall meet and endeavor to resolve any differences. If the differences cannot be resolved by mutual agreement, the Union may appeal management's proposed action to a Public Transportation Commissioner chosen by lot who will have presented to him or her the arguments of both management and Union and shall render a decision as to the implementation of the proposed schedule changes. The Union's appeal to the Public Transportation Commission may concern only matters of health or safety hazards to operators. Those matters under appeal will be presented to the Commissioner not more than 13 days after the initial scheduled meeting. The schedule change will not be implemented until the Commissioner so decides. The Commissioner shall render a decision within two working days after the hearing date.

(b) If the union does not agree with the decision rendered by the Commissioner pursuant to subsection (a), the Union may present the issue to an arbitrator under the regular grievance procedure, and the schedule change will be implemented on the scheduled date. If the arbitrator rules that the schedule change was or is a hazard to the health or safety of operators, management shall immediately modify the schedule as ordered by the arbitrator and shall pay such penalty pay to the operators involved as determined by the arbitrator. Both parties will cooperate to expedite the presentation of the case to the arbitrator.

(c) The Schedule and Traffic Department shall make available to the Union all final schedule documents, including runs and daily and weekly work schedules with daily scheduled pay listed. The Union shall have the opportunity to review such material and make suggestions relative to revisions that do not affect total scheduled pay hours. The Union shall make suggestions in writing within 72 hours of receipt of the final schedule documents. The Schedule and Traffic Department shall endeavor to implement the suggestions relative to such work scheduled, and present any revised documents to the Union prior to the posting of schedules, provided, however, that the decision of the Schedule Department Head shall be final.

(d) In preparing schedules for review under this section, the Schedule Department shall provide adequate running, recovery and layover time in each run so that the health and safety of operators is not adversely affected. It is recognized by the Union and the Public Transportation Department management that this goal must be worked on continuously. Within 30 days following the execution of this MOU, the parties will

establish a joint committee to examine ways and means of achieving the goal. Such examination may include a detailed study of the schedules and actual experience on specific lines, as well as surveys of scheduling procedures and allowances, both on the Public Transportation Department and on other local transit systems. The Committee will submit a report to the Union and the Director of the Public Transportation Department not later than 6 months after its formation and the parties will meet and confer on the issues of running, recovery and layover time in schedules and any amended scheduling procedures will be put into effect when agreement is reached. The joint committee set up under this section shall meet no less than once every six months to review and report to the Union and Public Transportation Department management on the state of the running, recovery, and layover time situation.

Section 14.3 Voluntary Reassignments

Should management desire to change an operator from a scheduled run to another run for the convenience of management, the Division Manager and the Union Division Officer or their designees shall jointly approach the operator and ask the operator if he or she would voluntarily make the change. The operator is free to refuse to make the change subject to Section 14.4. If the operator consents to the change, the operator will be paid the higher of the run pay of his or her scheduled run or the run to which the operator was changed, and, in addition, shall be paid a change premium of 50 cents per hour.

Section 14.4 Adjustments in Schedules Between Sign-ups

Changes in schedules between sign-ups required by emergencies or changed traffic or equipment availability which could not be anticipated at or before the sign-up and which are not dealt with pursuant to Section 14.3 will be dealt with as follows:

(a) If a run is changed by 30 minutes or less, the proposed change will be discussed by the Union and the Traffic and Schedule Department not less than 48 hours before the adjustment is to be put into affect, and may then be adjusted;

(b) If the run or runs affected are changed by more than 30 minutes, not more than 10 runs may be changed over the term of this MOU, and in such cases,

(i) The operators may be reassigned to the division extra board, but such reassignment may not change the operator's days off or hours of work by more than one hour, and the operator shall carry his/her seniority to the extra board, and

(ii) Any operator so reassigned will be paid the higher of his/her original run pay or the new run pay, plus $1.00 additional per hour, and

(iii) Such reassignments shall last only until the next division or general sign-up, and any operator who believes that he/she will have a serious hardship as a result of the change may appeal directly to the Director of the Public Transportation Department or his/her designee and may be represented by the Union, or

(c) If the change is greater than 30 minutes, and more than 10 runs have been changed, there shall be a line or division sign-up, as appropriate, conducted as soon as practicable.

Section 14.5 Temporary Reassignment Due to Equipment Failures

If service is down on any street car or trolley coach line due to facilities failure and such outage continues for two days or longer, or if any time there is a failure of the cable machinery, or other occurrence rendering the cable cars inoperative, regardless of length, notwithstanding any other limitations on reassignment, operators or other platform employees working the affected runs may be reassigned to the extra board at any division for the length of the outage. The following conditions shall apply in the event this section is implemented:

(1) The operators to be reassigned and the choice of reassignments shall be determined by inverse seniority. The operator shall carry to his reassignment his system seniority when assigned to an extra board.

(2) Operators reassigned shall receive their run pay or the pay on the run to which they are reassigned, whichever is higher.

(3) Any operator who is not eligible for a class 2 chauffeurs' license will be given alternative work not requiring a class B license, but if the alternative assignment does not provide more than eight hours per day, the operator shall receive eight hours pay per day rather than his run pay.

ARTICLE 15. SIGN-UPS

Section 15.1

The parties agree that force levels and stability of runs are factors in sign-up problems (e.g. disruption of operations). If, after the next two sign-ups following the ratification of this MOU, there has been an opportunity to experience the force level

and stability effect, and there is still a problem with sign-ups, the sign-ups may be shifted to evenings or Saturdays.

Section 15.2

There shall be one general sign-up and three division sign-ups each calendar year at dates to be agreed between the Union and the Director of the Public Transportation Department. Any variation from this pattern will be mutually agreed upon by the Union and the Director of the Public Transportation Department.

Section 15.3

Sign-ups for part-time operators shall conform to the procedure for full-time operators, but shall be limited to those runs designated as part-time runs and the part-time extra board.

Section 15.4

Procedures for general and division sign-ups shall conform to that set forth in existing general bulletins concerning sign-ups. Any changes in procedure shall be mutually agreed upon by Public Transportation Department Management and the Union.

ARTICLE 16. OPERATIONS OF THE MUNI METRO

Section 16.1 Muni-Metro Runs

Management may establish Muni-Metro runs. At the time of sign-up, the description of each Muni-Metro run shall include the following characteristics:

(1) The starting and ending time of the run will be stated.

(2) The starting and ending time of any split scheduled in the run will be stated.

(3) The place of starting and ending the run, and any relief points in the run, will be stated.

(4) The days off will be stated.

(5) The primary line(s) of the run will be stated.

(6) The bi-weekly pay for the run calculated on the basis of scheduled hours of work shall be stated.

Section 16.2 Muni-Metro Assignments

(a) Notwithstanding the description of a Muni-Metro run for sign-up purposes, the Metro dispatcher or other appropriate authority may assign a Muni-Metro operator to any Metro vehicle to be operated on any Metro line at any Metro terminal at the end of any one-way trip; provided, however, that no operator will be assigned against the operator's wishes to more than three round trips daily on other than the operator's primary line(s). A surface trip from West Portal returning to West Portal, from Church-Duboce returning to Church-Duboce, and a round trip in the tunnel only shall be considered equivalent to half of a round trip. For the purpose of this section, there shall be maintained as separate lines, the J, K, L, M, and N lines.

(b) The K and M lines may be combined in establishing assignments subject to the following conditions:

(i) An operator may not be assigned against the operator's wishes more than six half round trips on the combined K-M line.

(ii) An operator trading cars at Metro Station in order to operate the combined K-M line shall be provided a safe arrangement for making said car trade.

(c) No changes shall be made in methods of operation in the Muni-Metro which affect operator working conditions without meeting and conferring between the Union and Management.

Section 16.3 Work Past Relief Time

In the event an employee is not relieved at his or her scheduled time of relief, either because the operator's relief failed to report or because of unanticipated service disruption, the employee who is to be relieved must call Central Control and proceed in-service. If an employee is not immediately available to make a relief, Central Control, Inspector, or other person in authority may order the employee to continue in-service for a maximum of one and one-half hours. If a relief is not assigned in that time period, the employee may "lay up" the car at the Embarcadero Station after calling Central Control by radio or telephone. Turning in a car ahead of schedule, whether or not relief is involved, is prohibited without authorization.

Section 16.4 Removal of Operator from LRV Runs

Operators working on LRV equipment as a result of bidding for such work at a sign-up shall not be removed from LRV operations as a disciplinary measure on violations which are not related to LRV operations.

Section 16.5 Multiple Car Trains

(a) Multiple car trains are two or three cars coupled for lead car control. During the term of this MOU, LRV operators may be assigned to operate two or three car trains while the cars are in operation between West Portal or Church-Duboce and Embarcadero Stations. An LRV operator may be assigned to operate two cars for pull out and pull in movements on the street, provided that the second car is not in service and its doors are not operated.

(b) The Union and the Director of the Public Transportation Department agree that the parties will meet and confer on the assignment of operators for the operation of more than 3 cars in tunnel operations, and of more than one car per train in revenue -service on the street. It is agreed that the meet and confer process referred to in this section shall be completed not later than nine months after it is begun.

Section 16.6 Fall-back Policy

(a) Fall-backs for LRV operators shall occur at either West Portal, Church-Duboce or Montgomery Stations.

(b) Each such station shall be equipped with adequate separate restroom facilities for male and female operators and a lounge area. Proper air circulation and ventilation equipment shall be installed to protect the health and safety of operators, and the walls, floors and equipment shall be kept clean and free of dust. Facilities for providing food and snacks will be provided.

(c) A fall-back will be provided at the end of any trip or period of work lasting more than 105 minutes. No trip or period of work may be assigned lasting more than 120 minutes without providing a fall-back.

(d) Fall-backs shall be not less than 12 minutes. If a serious disruption of service would result from providing the fall-back time, the fall-back may be shorter than 12 minutes, but the time missed from the fall-back will be added to the 12 minutes provided at the next fall-back.

Section 16.7 Proof of Payment Program

The parties agree that when the Breda cars are in revenue service, and limited to the Breda cars, Muni may introduce a Proof of Payment (POP) program, which will include the operation of up to two (2) cars in the tunnel and of two (2) cars per train in revenue service on the street with one operator, on the condition that there will be no reduction in operator staffing levels as a result of the implementation of a Proof of Payment Program. Operators shall be used in instances where Muni requires an employee to perform the function of fare collection in the street.

ARTICLE 17. HOURS OF WORK

Section 17.1 Split Time

The basic hours of labor shall be eight hours per day. For all hours worked in excess of eight hours, operators shall be paid one and one-half times the straight time rate. If a regular split run is not completed within a range of ten hours, time and one-half will be paid for all time in excess of said ten (10) hours; a spread penalty of time-and-a-half for all time in excess of 10 hours will not be in addition to overtime pay. After two hours of split time, operators shall standby and be present in the report room to accept any assignments within their competence that Public Transportation

Department Management requires. Such assignments will be work in the customary line of work performed by the operator. No operator shall work on the extra board or on a scheduled run or on a combination of these where the time from first starting work to leaving work is greater than 12 hours, unless the operator agrees.

Section 17.2 Work Time

For the purpose of computing straight and overtime pay, work time will include:

(1) Time as platform employees, operating a transit vehicle, or collection work.

(2) Time on report.

(3) Time spent by an operator when requested by a duly authorized railway representative to act as a witness or perform similar duties in the interest of the City.

(4) Standby time on split or fill-in (make-up) time.

(5) Time spent by a permanent operator in breaking in on unfamiliar equipment.

(6) Time spent when an operator is required to travel from a relief point away from the home division to the home division, or the opposite: the running time from the home division to the relief point plus one-half the headway on line(s) traveled to or from the division. When travel time is required between pieces of work, such travel shall be shown attached to the piece of work that concludes or commences away from the division. Interline travel shall be shown attached to the shorter piece of the run.

(7) Time required of designated union representatives by the division to attend special meetings called by the division manager or other railway officials.

(8) Time spent in performing other duties at the request of a duly authorized Public Transportation Department representative.

(9) Time taken for required Department of Motor Vehicle test(s) during the operator's regular working hours.

(10) Three hours of medical examination required for an operator's license if the examination is not taken during the operator's regular work hours.

(11) Reporting - clearing allowance shall be included as work time when the operator is required to "report" and "clear" as follows:

(a) Ten (10) minutes when an operator reports or starts a run or a collect from a division (not later than October 1, 1982, the Director of the Public Transportation Department and a representative of the Union will survey the actual time needed for a reporting allowance at the various divisions. The ten (10) minute time here provided may be increased in a division if the survey shows that additional time is needed).

(b) Ten (10) minutes when an operator ends a run or a collect at a division when a turn-in is required, except that cable car conductors shall be allowed twenty (20) minutes for cash and receipt turn-in.

(12) Lunch period. Operators assigned to work requiring six (6) or more hours of continuous work will receive twenty (20) minutes of straight time pay in lieu of a lunch period.

Section 17.3 Cable Car Gripman and Conductor and LRV Operator Report and Turn-In Time

Each run for a cable car gripman, cable car conductor and for a regular LRV operator shall be scheduled for not less than 8 hours plus 32 minutes for report and/or turn-in time. Part-time runs on LRV equipment operated by part-time operators shall have added to the run time, and any minimum guarantee for that run, 14 minutes for report and/or turn-in time. The procedures for scheduling the report and turn-in times shall be determined jointly by the division manager of the division involved and the Union.

Section 17.4 Operators Called to Claim Department or Court

All operators called to the Claim Department or Court on the Public Transportation Department's business shall be paid their regular hourly rate. In all cases where operators are taken from the work to which they have been assigned to go to the Claim Department or Court, they shall not receive less pay within the time of their original assignment or run than they would have received had they not been taken from it. When an operator whose run finishes after 10:00 P.M. is required to report to the Claim Department or Court before noon the following day, the operator shall be relieved from his/her run no later than 10 p.m. the night before and shall be paid in full for the run.

Section 17.5 Time Off Between Scheduled Work

No operator will be required or asked to perform without a minimum of eight hours of between the time of completion of the last shift and the commencement of the next shift.

Section 17.6 Accident Reports

Operators required to remain on duty to prepare a necessary accident report shall receive one hour of pay at the straight time rate. Standby time, if any, at the end of the run will be subtracted from the one hour.

ARTICLE 18. WORK ON REGULAR DAY OFF (RDO)

Section 18.1 Policy

It is the Public Transportation Department's desire that the days off scheduled for an operator remain available to the operator for non-work activities. However it is recognized occasionally that the Public Transportation Department's needs for operators will not be met from the extra board and the use of volunteer operators working on their day off may be necessary.

Section 18.2 Ineligibility for Work on RDO

(a) An operator who within the last 10 scheduled work days has:

(1) had a miss-out and said miss-out is not excused by the Division Manager, or

(2) had an unexcused absence or called in sick when he or she had less than 8 hours of accrued sick leave, is ineligible for work on his or her regular day off. If the Union presents evidence to the Public Transportation Department Management that this procedure is not being administered consistently, fairly, and equally, the Deputy Director, Operations and the Union will meet and discuss the procedure for Eligibility for Work on RDO. If not

resolved, the matter will be referred to the Director of Public Transportation.

(b) No operator who has a combination of 3 miss-outs or 3 unexcused absences in the 2 months prior to an RDO may work on that RDO.

(c) No operator who has been suspended during the 2 months prior to an RDO may work on that RDO.

Section 18.3 Regular Day Off

An operator required to work on his or her regular days off in any scheduled work week shall be paid time and a half for such work and shall receive no less than eight (8) hours work. The distribution and eligibility for RDO work shall be subject to rules established by the Director of the Public Transportation Department after consultation with the Union. RDO assignments shall be made first from the RDO list in the division. If the RDO list in the division is exhausted, the Division Dispatcher may call from other division's RDO lists, with the first priority given to operators on the same mode of equipment (trolley coach, LRV, cable car and diesel are recognized as separate modes of equipment for the purpose of this section only, whether the vehicles are articulated or not).

Section 18.4 Distribution of Overtime

Overtime shall be distributed equitably among operators in each Division who indicate their willingness to participate in such work. The Union and the Director of the Public Transportation Department will jointly establish the procedure for effectuating this policy. The Union will have access to records showing the requests for overtime and the detail payroll list of work done in the Division each day.

ARTICLE 19. OPERATORS UNDER INSTRUCTION

Section 19.1 Learning New Mode

Except as provided in Section 18.2, when learning different equipment, all operators who have passed the probationary period shall be paid at their regular rate except as herein provided. This also applies to operators who return to work after absence. Operators required to go to the Instruction School on their own time shall be paid travel time to and from their division at the applicable rate. If an operator switches modes of equipment more than once in a three year period, on the second or subsequent switches he or she will be permitted 5 days of training only at his or her regular rate of pay. Training required thereafter shall be on the operator's own time.

Section 19.2 Retraining After Personal Leave

If an operator is granted personal leave for a period of 60 days or more, any retraining required shall be on the operator's own time.

Section 19.3 Qualifications

All Public Transportation Department operators are required to be qualified and to remain qualified to operate all types of transit equipment unless specifically excluded by Public Transportation Department management from operating any one or more types of equipment.

ARTICLE 20. JURY DUTY

An operator who is required to perform jury duty during the operator's regular work day will be granted leave of absence with pay. Such pay shall be the

same as if the operator had worked in accordance with the operator's regular schedule for such day, less the amount received for jury duty on such day. An operator who is required to perform jury duty shall be considered to have Saturday and Sunday as assigned days off while performing jury duty.

ARTICLE 21. JOINT LABOR MANAGEMENT BOARD AND SAFETY COMMITTEE

Section 21.1 Joint Labor Management Board

The Union and the Director of Public Transportation agree that they will both execute the agreement providing for a three-level joint labor management board (JLMB) recently drafted by representatives of the Union and Public Transportation Department management. The parties will make a good faith attempt to commence the planned operation of the JLMB. If, after a reasonable time, the JLMB is, in the opinion of the Union, unsuccessful, the Union may raise the matter with the Director of the Public Transportation Department, and, if the matter is not resolved, with the PTC.

Section 21.2 Joint Safety Committee

The City and the Union shall establish a joint safety committee hereinafter termed "JSC" composed of an equal number of Union and Public Transportation Department representatives. These representatives shall select an independent, neutral committee member who shall be knowledgeable in the field of health and safety who shall serve as chairperson. Expenses of the independent chairperson shall be shared equally by the Union and the Public Transportation Department. The Public Transportation Department's share of the expenses of the independent chairperson shall be limited to $5,000 over the term of this MOU. The JSC shall meet within five days of the call of either party. If one party refuses or fails to meet when a

meeting is called, the other party may proceed with the selection of an independent, neutral committee member, who shall serve as chairperson, and the JSC shall commence its activities. The JSC shall consider and propose action on any aspect of the Public Transportation Department's operations affecting the health and safety of operators. If any action proposed by a majority of the members of the JSC is not implemented, the matter shall be referred to the Director of the Public Transportation Department and the President of the Union for handling, and if the matter is still not resolved, subject to the budgetary and fiscal provisions of the charter, the committee is authorized to take reasonable steps to publish at the Public Transportation Department's expense its findings and proposed action.

ARTICLE 22. RULES AND POLICIES

It is the intent of Public Transportation Department management during the course of this contract to publish a new compilation of rules and policies. The current rules and policies will be reviewed and updated and rewritten as appropriate, and shall not modify or violate any terms of this MOU. The proposals will be given to the Union and meet and confer sessions shall be held as to all rules that significantly affect terms and conditions of employment.

In an emergency, Public Transportation Department management may give immediate effect to a rule or policy if it determines that immediate imposition is necessary for the safety of passengers or operators or the operational sufficiency of the system. The time period for which the emergency is in force will be indicated on the order announcing the emergency rule or policy. An emergency rule or policy may not remain in force for longer than 30 days unless reissued by Public Transportation Department management after discussions with the Union.

ARTICLE 23. DISCIPLINE

Section 23.1 Standards for Discipline

The Commission agrees that in imposing discipline, the Director of the Public Transportation Department will continue to act in a fair and equitable manner and any punishment will be related to the offense committed with due regard for the employee's past record. The Commission recognizes the rights of employees and/or the Union, who may consider themselves aggrieved by any discipline proposed, to raise such grievance through the authorized grievance procedure.

Section 23.2 Notice of Proposed Discipline

Except in cases of an operator reporting to work or operating a Public Transportation Department vehicle while under the influence of an alcoholic beverage or any drug, or under the combined influence of an alcoholic beverage and any drug, the unlawful use or possession of a drug or alcoholic beverage, mishandling of funds, vicious conduct, or serious willful abuse of Public Transportation Department equipment, any discipline proposed must be preceded by a charge in writing communicated to the individual employee and the Union simultaneously. In the case of the major offenses mentioned above, the charge shall be communicated to the individual employee and the Union as soon as possible. A charge against an employee shall contain the precise offense with which he is being charged and the specific rule he has been alleged to have violated. The charge must be communicated to the employee and the Union not later than nine week days

(excluding holidays) after the Public Transportation Department had knowledge of the event or occurrence charged, or the offense will be deemed waived.

Section 23.3 Timing of Discipline

If an employee raises a grievance in connection with any proposed discipline, except in cases of an operator reporting to work or operating a Public Transportation Department vehicle while under the influence of an alcoholic beverage or any drug, or under the combined influence of an alcoholic beverage and any drug, the unlawful use or possession of a drug or alcoholic beverage, mishandling of funds, vicious conduct, or serious willful abuse of Public Transportation Department equipment, the discipline will not be carried out until, at the conclusion of the grievance procedure, it is determined that the discipline is appropriate. After the expiration of one year after the imposition of discipline, no reference may be made to that entry in any future disciplinary proceeding.

Section 23.4 Passenger Service Reports

(a) The parties acknowledge the list of Major PSR's currently in use, and which are attached as an Appendix to this agreement. The department may modify the list of major PSR's upon 14 days notice to the union, subject to the requirements of MMBA.

(b) Minor PSR's will be discussed with the operator and filed for a period of 12 months, with no record entry made. When an operator has received a total of five minor reports within the previous 12 months or three minor reports of a similar nature within the previous 12 months, the operator

will receive a formal warning, to be entered on the personnel record, that, the next PSR received will be treated as a major report.

(c) After a finding by the department against an operator based on a Major or sufficient number of Minor PSR's as described above, the findings shall be referred to a hearing officer to be selected by the appointing officer.

(d) Before an operator is suspended or terminated as a result of a major passenger service report, the operator shall have the right to be heard and the right to face his or her accusers or witnesses subject to (e) below, and may be accompanied by a Union Representative at the hearing. Hearings shall be held at a Muni leased or owned property convenient to complainant and witnesses, and shall be scheduled at a time when complainant, witnesses and the operator can attend. The complainant shall have the right to be present throughout all phases of the hearing except for the hearing officers' final determination.

(e) If the complainant and/or witnesses appear at a scheduled hearing, and if the accused operator is absent, the complainant and/or witnesses may give testimony and be examined by the Union Representative. The complainant and/or witnesses shall not be required to return at a continued hearing date when the operator is in attendance. The weight given to testimony provided in the absence of the operator shall be at the discretion of the hearing officer.

(f) If PSR is appealed to the grievance procedure, and, if at the completion of the grievance procedure it is determined that the operator was not responsible for the behavior charged, the PSR shall not be entered into the operator's record.

(g) No record shall be made relating to a PSR if the PSR is anonymous.

(h) The parties agree that it may cause a hardship for some passengers to appear during normal working hours (8:00 a.m. - 5:00 p.m.) for a hearing on a PSR. Therefore, in addition to holding hearings during normal work hours, Muni may hold PSR hearings beyond normal business hours when required to provide for complainant testimony.

(I) Management shall keep a record of the name of the complaining passenger, nature of complaint and date of complaint for a period of 12 months. If a passenger has a record of making complaints against operators, said record shall be taken into account in evaluating that passenger's complaints. For the purpose of representing an employee in connection with a PSR, the Union may review the record relating to prior complaints by the passenger, if any.

(j) In reviewing major PSRs, the employee's record of major PSRs over the prior 36 months may be considered.

Section 23.5 Missout Prevention Program

It is jointly recognized by MUNI and TWU that the most effective approach to the miss-out problem is to prevent them from happening. Such an approach can most effectively be introduced by managerial behavior that deals with operators as individuals rather than merely applying formulas of punishment for behavior. The Director of Public Transportation recognizes that substantial training of managers in managing would benefit the department.

The steps needed to affect change will take more time than is available in the present negotiations. A joint committee is hereby established to develop a new Miss-

out Prevention Program. While the steps to achieve the new program are not clear, the following are agreed to be part of the program:

a. Statistics will be maintained focusing on individuals and individual behavior. The Director of Public Transportation recognizes that attention by managers to preventing missouts would benefit the department.

b. If an operator reports late for duty without approval but does report and takes a scheduled non-overtime run, such late reports will be tracked and recorded on a rolling five month period with the disciplinary procedures up to the following:

   i. First violation within a five month period - oral warning

   ii. Second violation within a five month period - written warning of suspension

   iii. Third violation within a five month period - up to 5 day suspension

   iv. Fourth violation within a five month period - up to 10 day suspension

   v. Fifth violation within a five month period - up to termination

c. When an operator fails to report for duty, and does not receive approval, the absence will be defined as a non-working miss-out and will be tracked and recorded on a rolling eight month period with the disciplinary procedures up to the following:

   i. First violation within an eight month period - oral warning

   ii. Second violation within an eight month period - written warning of suspension

   iii. Third violation within an eight month period - up to 5 day suspension

iv. Fourth violation within an eight month period - up to 10 day suspension

v. Fifth violation within an eight month period - up to termination

d. The Joint Committee will explore the possibility of developing a point system in lieu of suspensions for missouts. If missouts are not reduced, thereby avoiding points, discharge will result. This system, when introduced, will result in substantial savings because overtime working will be reduced. The savings can be used to introduce an incentive program for the great majority of operators who are not missing out.

e. The Joint Committee will work together to identify the best methods to bring the Municipal Railway to full staffing as approved in the budget.

The Committee shall meet and report back no later than December 1, 1996. Absent an agreement on a new policy, the provisions of 'b' above will be implemented on 12/28/96.

Section 23.6 Accidents

(a) Right to a Hearing. An operator involved in an accident, who is charged with an "avoidable" accident, shall have the right to an oral hearing before a three-person Accident Review Board. The operator may be represented by the Union representative at such a hearing. Such a request must be filed within 9 week days (excluding holidays) of the operator being informed that the accident is charged as "avoidable". All requests will be screened by a committee consisting of one Union representative and one Public Transportation Department representative. If both members of this screening committee agree on a decision, the decision is final and will not be heard by the full Accident

Review Board. Otherwise, the Accident Review Board shall hold its hearing within 30 days of the request for a hearing and render its decision not later than 10 days from the date of the hearing.

(b) Accident Review Board. The Accident Review Board shall be comprised of a Union representative, a Public Transportation Department representative, and one impartial person. Within 20 days following ratification of this agreement by the parties, the Public Transportation Department and the Union will designate one representative and one alternate to serve as members of the Accident Review Board. In addition, each party will nominate five persons to serve as impartial members of the Accident Review Board. Within 10 days thereafter, each party shall strike three names from the list of ten to result in four persons to serve as the impartial members of the Accident Review Board on a rotating basis for the term of this agreement. The cost for the impartial person shall be shared equally by the parties. The existing Accident Review Board will continue to serve until this newly constituted Board is seated. At the call of either party, the procedure for selecting a panel of impartial members for the Board may be repeated on or about July 1, 1990.

(c) Avoidable Accidents. No later than November 15, 1984, the Public Transportation Department, after meeting and conferring with the Union, will issue a policy to be effective January 1, 1985, pursuant to which the Public Transportation Department will distinguish between avoidable incidents and avoidable accidents. After January 1, 1985, in reviewing

an employee's accident record after a serious avoidable accident, the occurrence of avoidable accidents within the past three years may be considered.

Section 23.7 Loss of Funds

No operator shall be charged for losses of funds or equipment in his/her possession, belonging to the City, resulting from petty theft, robbery or other crime, as proven by the operator, or resulting from a situation where it is proven by the operator that no action of the operator contributed to the loss.

Section 23.8 Wrongful Suspensions or Discharges

If it is finally determined that a suspension or discharge is unwarranted, the employee shall be reinstated to his or her former position without loss of seniority; he or she shall be paid wages lost as though he or she had not been suspended or discharged; and no entry shall be made in the employee's personnel record of such suspension or discharge.

ARTICLE 24. PAY DAYS

Section 24.1 Paychecks

It is the intent of the parties hereto that operators receive the pay they have earned as soon as possible after the work is performed. To the extent that the parties hereto have control over, or can influence the pay arrangements, the parties hereto agree to take steps to achieve the following:

(A) All paychecks shall be available at the division, to be picked up not later than 12:01 a.m. every other Tuesday.

(B) All operators receiving Workers' Compensation benefits, assault pay, pay due under Section 31.2 of this MOU, or other similar payments from the City shall be paid on the same day as regular operators.

(C) The operator's check stub will show the pay hours in that pay period.

(D) All hours worked in a given pay period shall be paid when pay is received for that pay period.

In addition, during the term of this MOU, the parties shall investigate with the controller the possibility that operators who will be leaving on a scheduled vacation and who have earned vacation pay shall be able to pick up their vacation pay from the payroll department in advance of leaving for vacation. Operators desiring such advance payment must notify payroll thirty days before the vacation.

Section 24.2 Correcting Payroll Problems

The procedures agreed to between TWU and the City for other employees represented by TWU for correcting payroll errors shall also apply to transit operators. The following guidelines will be used to correct the most significant problems first:

No check on payday for the pay period: Highest priority. Full check issued as quickly as possible, within four (4) hours if PPSD or departmental payroll division is notified before noon on payday or before noon on any subsequent day. If PPSD or departmental payroll division is notified after noon but before 4:00 p.m., the check will be issued no later than noon of the following day.

Check on payday is 10% or more short of total due for pay period: Second priority. Correcting payment to be issued as quickly as possible, with the goal of three (3) working days from report to payment.

Check on payday is less than 10% short of total due for pay period: Third priority. Correcting payment to be issued as quickly as possible, with a goal of within five (5) working days from report to payment.

ARTICLE 25. MANAGEMENT RIGHTS

(a) The City has the right to exercise all management prerogatives, including but not limited to the right to:

(1) fix operating and personnel schedules;

(2) implement layoffs;

(3) determine work loads;

(4) arrange transfers;

(5) assign manpower; and

(6) issue any other directive intended to carry out its managerial responsibility to operate the transit system safely, efficiently and economically.

(b) All matters pertaining to the management of operations, including the type and kind of service to be rendered to the public and the equipment used, the maintenance of discipline and efficiency, the hiring, promotion and transfer of employees, and their discharge or discipline for proper cause, are the prerogatives of the City, subject to such limitations as are set forth elsewhere in this Agreement, in the Meyers-Milias-Brown Act, San Francisco Charter, Civil Service Rules, the San Francisco Administrative Code and other applicable laws and regulations.

ARTICLE 26. RETIREMENT SYSTEM PARTICIPATION FOR EMPLOYEE REPRESENTATIVES

An operator, while on leave of absence for the purpose of serving on a full-time basis as an employee representative of the organizations party to this MOU shall, for purposes of membership in and contribution to the City's Retirement System, be considered to be continuing in the employment of the City while on said leave of absence and will be considered to be earning an amount computed by applying the current wage rate for operators as it may change from time to time to the time measured by the average of the time paid on the two highest paid runs in the system at the time of the commencement of the leave of absence. The organization will pay the portion of the required contributions which would have been paid by the City had the employee not been on a leave of absence, and the operator will pay the portion of the required contributions which the operator would have paid had the employee not been on a leave of absence. The contributions shall be paid by the organization and the operator to the Retirement System, and there shall be no expense to the City. To the extent permitted by law, the participation in the Retirement System set forth in this section by individuals presently employed by the Public Transportation Department may, when agreed by the operator and the organization, be retroactive to the commencement of the operators' leave of absence for the purpose of serving on a full time basis as an employee representative. This article shall be effective from and after the first full pay period following voter approval of a charter amendment permitting the Retirement System participation here provided. The parties to this

MOU also agree that a charter amendment proposition shall be placed on the ballot at the earliest election for which such a proposition can qualify to accomplish the arrangement set forth in this article, and such a charter amendment will be supported by all parties hereto.

ARTICLE 27. GRIEVANCE PROCEDURE

It is agreed that the grievance procedure attached hereto as Appendix B shall remain in effect and be utilized under such time as the Civil Service Commission, after meeting and conferring with the Union, amends Rule X18 with regard to the procedure for handling grievances including the procedure for arbitration of them. At such time as Civil Service Commission Rule X18 is amended, the grievance procedure in Appendix B shall become inoperative, and Rule X18 shall become the appropriate grievance procedure.

ARTICLE 28. NO DISCRIMINATION

Section 28.1 Discrimination Prohibited

The Union agrees to comply with all applicable laws, regulations and orders of any public authority relating to non-discrimination in employment, and the City and Union agree that no person employed or applying for employment shall in any way be discriminated against because of race, color, creed, religion, sex, national origin, physical handicap, age, political affiliation or opinion, or sexual preference.

Section 28.2 No Discrimination on Account of Union Activity

Neither the City nor the Union shall interfere with, Intimidate, restrain, coerce or discriminate against any employee because of the exercise of rights granted pursuant

to the Employee Relations Ordinance of the City and County of San Francisco and the Meyers-Milias-Brown Act.

ARTICLE 29. UNION DUES AND AGENCY SHOP

Section 29.1 Payroll Deductions

Except as provided more specifically in Section 29.6, payroll deductions from the pay of operators of dues or service fees to be paid to the organization representing the operators pursuant to this agreement shall be made by the Controller from the regular periodic payroll warrant of each operator in accordance with the Controller's regulations and the provisions of Section 16.92 of the San Francisco Administrative Code.

Section 29.2 Deductions of Insufficient Pay

If any Operator does not have sufficient pay during a particular pay period, any deductions owed shall be accumulated and shall be paid in the first pay period or period in which there are sufficient earnings for such purpose.

Section 29.3 Agency Shop

Except as provided elsewhere in Article 29, all persons employed by the City in the Civil Service classifications for which the Union is the recognized employee representative pursuant to Article 2 shall, as a condition of continued employment, become and remain a member of the Union or, in lieu thereof, shall pay a service fee to the Union. The service fee payment shall be established annually by the Union,

provided that such agency shop fee will be used by the Union only for the purposes of collective bargaining and representing the employees in the unit.

Section 29.4 Religious Exemptions

Any employee of the City in a classification described in Section 29.3 hereof, who is a member of a bona fide religion, body or sect, which has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to Union membership, shall, upon presentation of proof of membership and historical objection satisfactory to the City and the Union, be relieved of any obligation to pay the required service fee. This section may be reopened upon the request of either party hereto.

Section 29.5 Exemption for Management, Confidential or Supervisory Employees

The provisions of this article shall not apply to individual employees of the City in representation Unit 7 who have been properly and finally determined to be management, confidential, or supervisory employees pursuant to Section 16.208 of the San Francisco Administrative Code. Except when an individual employee has filed a challenge to a management, confidential or supervisory designation, the Employee Relations Director and the Union shall meet as necessary for the purpose of attempting to make such determinations by mutual agreement. The Employee Relations Director shall give the Union no less than ten working days prior notice of any such proposed designation. Disputes regarding such designations shall be

promptly resolved pursuant to Section 16.208(b) of the San Francisco Administrative Code.

Section 29.6 Service Fees from Nonmembers

Service fees from nonmembers shall be collected by payroll deduction pursuant to Administrative Code Section 26.90, provided, however, that should the Union allow an employee to pay membership dues personally to the Union, an employee may elect to make said service fee payments personally to the Union and shall so inform the Controller on a form provided by the City. Employees hired on or after the ratification date shall receive and complete at the time of employment an authorization to deduct membership or agency fees. Said employees shall also be notified of their right to make direct payments to the Union. Failure to comply with this Article shall be grounds for termination.

Section 29.7 Financial Reporting

Annually, the Union will provide an explanation of the fee and sufficient financial information to enable the service fee payer to gauge the appropriateness of the fee. The Union will provide a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision maker not chosen by the Union, and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.

Section 29.8 Check off

The City agrees that it will check off and transmit to Transport Workers Union Local 250-A Special Fund the amount specified for each hour worked from the wages of those operators who voluntarily authorize such contributions on the forms provided

for that purpose by said fund. These transmittals shall occur monthly and shall be accompanied by a list of the names of these employees for whom such deductions have been made and the amount deducted for each such employee.

Section 29.9 Indemnification

The Union agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this Article.

ARTICLE 30. SICK LEAVE PROCEDURE

Section 30.1

Sick leave will be granted, accumulated, and used in accordance with applicable provisions of the Charter (Section 8.363), the Administrative Code (Section 16.17), CSC Rules, and Policies and Procedures of the Public Transportation Department.

Section 30.2

The City may require that any operator submit to an examination by a physician designated by the Public Transportation Department to determine the Operator's fitness to perform Operator's duties.

Section 30.3

On returning from sick leave after an absence of more than five working days, an operator must have a statement from the operator's doctor stating the diagnosis, the treatment given, and that the operator is capable of performing the operator's regular duties.

Section 30.4

Any operator who notifies his/her Division no later than 12:30 p.m. on one day of his/her intent to return to work the following day shall be given his/her regular run on that day. If the operator fails to notify the Division of his/her intent to return by 12:30 p.m. the prior day but reports to work no later than 7:30 a.m. on the day of his/her return, the operator shall be placed on the report list for that day and shall be assigned work by the Dispatcher.

Section 30.5

In the cases of operators diagnosed as suffering from mental or emotional stress, elevated blood pressure, eye or heart trouble, or any comparable condition that might affect the operators' ability to perform their duties, the Public Transportation Department may require the operator to report to the Occupational Health Services (OHS) of the San Francisco General Hospital or other medical facility or physician chosen by the Public Transportation Department for clearance before returning to work.

Section 30.6

In the event of a disagreement between the doctor designated by the Public Transportation Department and the operator's doctor concerning the fitness of the operator to return to work, the Public Transportation Department's doctor and the operator's doctor shall mutually choose a specialist doctor and shall refer the operator to said specialist, whose bill shall be paid by the Public Transportation Department. The opinion of the specialist doctor concerning the fitness of the operator to return to work shall resolve the disagreement.

Section 30.7

The City may investigate suspected abuse of sick leave and may bring charges against any operator who willfully abuses the sick leave rules. Particular attention will be paid to patterns of absence.

Section 30.8

Additional sick leave procedures may be promulgated by the Public Transportation Department after complying with the meet and confer requirements of the Meyers-Milias-Brown Act.

ARTICLE 31. INDUSTRIAL ACCIDENTS

Section 31.1

Notice of the occurrence of an injury to any employee sustained in the course of his employment shall be given to the Union as soon as knowledge of such an injury comes to the Public Transportation Department.

Section 31.2

If an employee is injured from an unavoidable collision accident or malfunction of Public Transportation Department equipment while operating Public Transportation Department equipment resulting in loss of time from work, the operator shall suffer no loss of pay time on the day the injury occurs. In the event of such injury, the operator shall be paid eight (8) hours time for each scheduled work day lost during the waiting period until workers compensation temporary disability benefits begin, and after the waiting period, he/she shall receive from the Public Transportation Department 60% of the difference between workers compensation temporary disability benefits and eight

(8) hours time for each scheduled work day lost for a maximum of one (1) month of continuous absence each fiscal year. Said amount will be in addition to any sick pay available to the employee.

ARTICLE 32. ALCOHOL AND DRUG REHABILITATION PROGRAM / EMPLOYEE ASSISTANCE PROGRAM

TWU Local 250A and the Public Transportation Department ("PTD") hereby agree to create an Employee Assistance and Rehabilitation Program for the treatment of chemical and alcohol dependency for the term of this MOU for persons employed in Civil Service Classification No. 9163 as follows:

A. Overview and General Principles

(1) Overview

This Employee Assistance and Rehabilitation Program (hereafter, "EAP") is designed to provide coverage for employees only, and to assist employees in consultation with their families where clinically appropriate, with problems that may affect their ability to perform their jobs. The EAP shall offer counseling services, including assessment and referral, brief treatment, and follow-up services.

- EAP's offer assistance by helping employees assess and identify problems arising from a variety of personal areas.
- EAP's assist employees by referring them to services which lead to solutions.

- EAP's provide training and consultation services to management and union leadership regarding assisting troubled employees.

The primary goal of the EAP will be to maintain the employee's ability to be fully productive on the job. EAP's help employees, management, and supervisors maintain a high level of service by:

- Motivating employees to seek help,
- Helping supervisors identify troubled employees with job performance problems that may be related to personal problems,
- Assessing employees with alcohol abuse, drug abuse, family problems, depression, stress and other problems that can result in performance problems.
- Providing easily accessible quality helping services which include short term problem solving and referrals to more intensive care,
- Providing crisis intervention services,
- Providing follow-up assistance to support and guide employees through the resolution of their problems, and by acting as an education and training resource.

Chart A illustrates the structure of the substance abuse program and how the Substance Abuse Professional (SAP) can access rehabilitation services provided through the EAP vendor.

Chart B illustrates how the EAP will work. Employees shall be able to

access the EAP through calling directly (self-referral), through the PTD peer counselors, or through a supervisory referral based on job performance. Participation in the EAP is voluntary.

Employees who test positive for drugs or alcohol will be referred to the PTD SAP. Compliance with the SAP's recommendations is required to return to work. Both the EAP and the SAP can refer troubled employees to treatment services covered in the plan.

Establishing a voluntary EAP to compliment the mandatory testing program is intended to encourage employees to seek treatment early and on their own. The EAP will assist employees in obtaining information, quittance, and counseling to help them handle their problems before they become a drug testing or disciplinary issue.

The outside EAP vendor selected shall be required to establish a 24-hour telephone hotline for immediate and confidential self-referral.

The EAP is intended to help employees to:

- Assess and clarify their problems early,
- Develop a plan of action to resolve their problems,
- Determine if professional assistance is needed,
- Help employees find the right treatment for them,
- Supply a providers list with a range of services.

(2) Principles of a Rehabilitation Program

The PTD and the Union agree that an effective rehabilitation program requires, as a minimum, the following three elements:

a) A treatment program specifically tailored to the employee's level of substance abuse/dysfunction:

b) Regular and rigorous monitoring of the employee for a period of time after completion of initial treatment according to DOT standards to ensure no return to alcohol or chemical usage dependency: and

c) Continuing support group, including peer counseling, to insure that the employee remains sober and chemical-free.

B. Organization

(1) The Joint Labor-Management Committee:

(a) Membership and Meetings: Three (3) Committee members and two (2) Alternate members to be appointed by the Union. Three (3) Committee members to be appointed by the City.

If the City chooses to appoint less than three persons, it shall still have voting strength equal to that of the Union. On the matters that come before the Committee, the City shall have one vote and the Union shall have one vote. The vote of each side

shall be controlled by the votes of the Committee members present for each respective side.

The Committee shall elect from its ranks a Chairperson and a Co-Chair, one of whom shall be a City appointee and the other the Union's appointee. The Chair shall be held by one side for a year, then relinquished to the other side for the next year. Either the City or the Unions may replace their named Chair or Co-Chair at any time. The Chair shall preside over meetings of the Committee. In the absence of the Chair, the Co-Chair shall so preside. The PTD Director shall provide staff support to the Committee as appropriate.

A quorum for the transaction of business by the Committee shall consist of two Union Committee members and two City Committee members.

(b) Functions: To review and make recommendations regarding the peer counselor program, the peer counselors to be hired, and the employee education program. The Committee shall report its recommendations to the PTD Director and the SAP or their designees for action.

(2) The PTD Director:

The PTD Director or designee will manage all aspects of the Rehab Program. He/she shall have appointing and removal authority over all substance abuse program personnel, and shall be responsible for the supervision of the peer counselors and SAP, and administration of all substance abuse programs except those programs reserved to the Trust Fund pursuant to paragraph B (3) of this Agreement.

(3) The Trust Fund:

(a) Role of the Trust Fund: The EAP/Rehab Program created pursuant to this Agreement shall be established and maintained by the Transport Workers - San Francisco Municipal Railway Trust Fund, a fund established pursuant to Section 8.404 of the Charter of the City and County of San Francisco. The parties' purpose in delegating this responsibility to the Trust Fund is to insure shared labor-management control of the Program during the term of this Agreement.

(b) Duties of the Board of Trustees: The Trust Fund Board of Trustees shall select the outside contractor who will provide the EAP/Rehab Program and shall monitor contract compliance.

(c) Confidentiality: The parties recognize that this Program cannot succeed without strict confidentiality. The Trust Fund and the Outside Contractor it selects shall administer the Program in strict observation of the confidentiality required for the Program to succeed. Accordingly, neither the Board of Trustees nor the contractor it selects may disclose any information concerning the Program to any persons except as required for compliance with the DOT regulations.

(4) The Peer Counselor System:

(a) Structure:

A Peer Counselor System shall be established on a 24-hour, 7-day a week basis. The Peer Counselor shall provide daily coverage up to 40 hours per week for all Muni worksites or sections. A system-wide EAP/Rehab crisis hotline shall be established. Night, weekend and holiday crisis coverage shall be provided by one of the Peer Counselors and shall be rotated among the Peer Counselors who shall be available on a pager. The full compensation of the Peer Counselor providing such coverage shall be pager pay.

(b) Qualifications:

1. An employee who is a former substance abuser who has been "clean" and /or sober for at least one year and who continues to participate in a 12 step program, or
2. An employee who is related to an addict or alcoholic and who has participated in a self-help group for co-dependency
3. Who is willing to make a minimum of a two-year commitment as Peer Counselor, and
4. Who agrees to participate in prescribed training.
5. An employee who does not meet the criteria of 1 or 2 but who is willing to be trained and to commit for 2 years will also be considered, in the event there are not enough candidates that meet criteria 1 or 2.
6. An individual must be able to maintain confidentiality.

(c) Duties:

1. Be available to employees who appear to need or request assistance, to deal with chemical dependency.
2. Maintain strict confidentiality.
3. Identify the nature of the problem.
4. Discuss confidentiality of program with employees.
5. Receive clinical direction and training from the DAP and other CADAC Clinical Supervisors.

6. Discuss the options of available resources.

7. Refer the employee to the EAP.

8. Report to the Peer Counselor Coordinator as required.

9. Follow-up with employees during and after treatment subject to the direction of the Peer Counselor Coordinator and the clinical supervision by the SAP.

10. Staff the night, weekend and holiday crisis hotline (pager).

(d) Staffing:

1. One (1) full-time Peer Counselor Coordinator.

2. One (1) full-time Peer Counselor.

3. Maintain strict confidentiality.

4. Identify the nature of the problem.

5. Discuss confidentiality of program with employees.

6. Receive clinical direction and training from the SAP and other CADAC Clinical Supervisors.

7. Discuss the options of available resources.

8. Refer the employee to the EAP.

9. Report to the Peer Counselor Coordinator as required.

10. Follow-up with employees during and after treatment subject to the direction of the Peer Counselor Coordinator and the clinical supervision by the SAP.

11. Staff the night, weekend and holiday crisis hotline (pager).

(e) Volunteer Peer Counselors:

1. Up to eight (8) Volunteer Peer Counselors.

2. Assist Peer Counselors upon request during their off-duty time.

3. They shall participate in designated training.

4. Their activities shall be within the limits of their training.

(f) Functions:

1. The Joint Labor/Management Committee shall develop the procedures for the peer counseling system after consultation with the SAP and/or PTD Director or designee.

C. Pay Status During Voluntary Self-Referral Treatment

1. An employee who has a drug and/or alcohol abuse problem and has not been selected for drug and/or alcohol testing can voluntarily refer him/herself to the EAP for treatment. The EAP will evaluate the employee and make a specific determination of appropriate treatment. An employee who has completed two rehabilitation programs, may not elect further rehabilitation under this program.

2. In the case of the up to two voluntary, employee-initiated referrals, the PTD will pay the employee the difference between his/her SDI benefits, use of accrued paid leaves, and any catastrophic illness benefits, and the employee's regular hourly base pay, for up to the eight hours per day

for full-time employees and up to three hours per day for part-time employees, up to a maximum of twenty-one work days during a five year period. This provision shall not apply in the event the employee does not receive SDI benefit payments or during the follow-up period established by the SAP after a positive test.

D. Non-Paid Status During Treatment After Positive Test

The employee will be in a non-pay status during any absence for evaluation or treatment, while participating in a rehabilitation program.

E. Education and Training

The foundation of this Program is education and voluntary compliance. It is recognized that alcohol and chemical dependency may make voluntary cessation of use difficult, and one of the Program's principal aims is to make voluntary steps toward ending substance abuse easily available.

The Joint Labor/Management Committee shall review and develop on-going educational and training information on the adverse consequences of substance abuse, their responsibility to avoid being under the influence of alcohol or chemicals at work, and the rehabilitation program to be established under this Program. The PTD Director and the SAP shall act on the training program developed by the Committee. Certain training required by the DOT Regulations shall be conducted by the SAP.

F. Confidentiality

Participation in the EAP shall be confidential and shall be conducted in accordance with DOT and DHHS standards.

G. Funding

The city agrees to transfer funds into the Transport Workers/San Francisco MUNI Trust Fund to pay for and administer an Employee Assistance Program not to exceed $150,000 each year.

H. Special Provisions

Any proposed discipline resulting from the FTA drug and alcohol testing program shall be in accordance with the MOU's. The PTD and the City recognize the rights of employees and/or the Unions, who may consider themselves aggrieved by any discipline proposed, to raise such grievance through the authorized grievance procedure. The PTD Director will act in a fair and equitable manner, and shall prescribe that no personnel hired, contracted, selected or directly involved in the drug and alcohol testing program shall propose or render discipline.

ARTICLE 33. MISCELLANEOUS WORKING CONDITIONS

Section 33.1 Restroom Facilities

Suitable restroom facilities shall be provided by the City, and employees will be afforded an opportunity to use such facilities. These facilities shall be kept in a clean

CONSEQUENCES OF POSITIVE DRUG/ALCOHOL TESTS
(9163's)

Testing Types		Assumption of Results	Employee Status Waiting for Results	1st Positive	2nd Positive Within 5 Years
Pre-Employment	Drug	N/A	N/A	Not hired, may not reapply.	Not hired, may not reapply.
Random	Drug	Assumed Negative	On Duty	Removed from Duty[1] No pay,[1] Referred to SAP SAP Recommendation for Treatment, Return to Duty Test,[3] Follow-Up Testing, Subject to Disciplinary Action.[4]	Will be Subject to Termination Except Where Substantial Mitigating Circumstances Warrant.
Random	Alcohol > or = .04	Positive	Immediate Results	Removed from Duty[1] No pay,[1] Referred to SAP SAP Recommendation for Treatment, Return to Duty Test,[3] Follow-Up Testing, Subject to Disciplinary Action.[4]	Will be Subject to Termination Except Where Substantial Mitigating Circumstances Warrant.
Post Accident	Drug or Alcohol	Assumed Negative	On Duty	Removed from Duty[1] No pay. Referred to SAP, SAP Recommendation for Treatment, Return to Duty Test,[3] Follow-up Testing. Subject to Disciplinary Action.[4]	Will be Subject to Termination Except Where Substantial Mitigating Circumstances Warrant.

[1] Any employee who is subsequently determined to be the subject of a false positive or under reasonable suspicion tests negative shall be made whole for any wages and benefits lost.

[2] Employee may use accumulated sick/vacation pay for rehabilitation program.

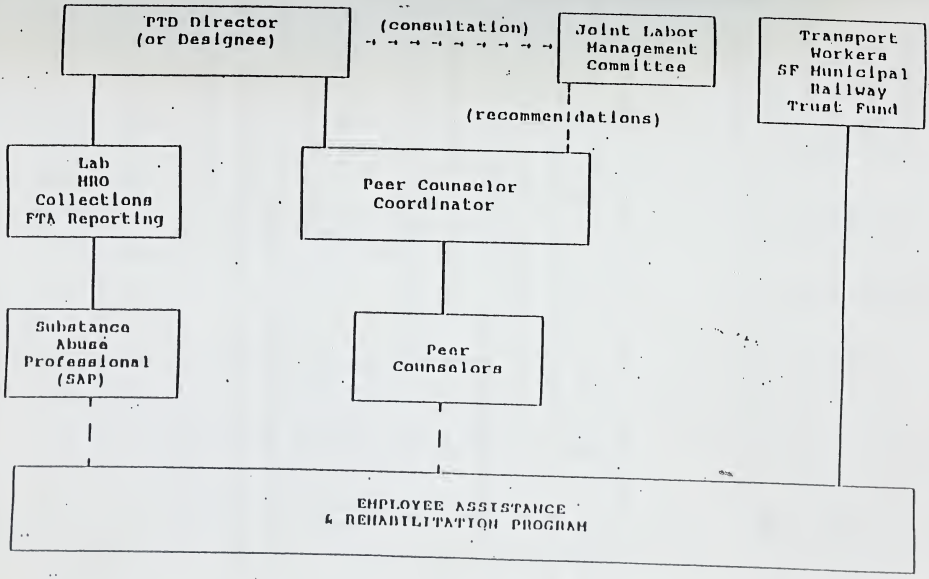
[3] Employee may not return to work until SAP certifies them capable of returning to their safety-sensitive job.

[4] Disciplinary action to be a 30-day suspension except that a first positive relating to an incident resulting in death, serious bodily injury or substantial destruction of property may warrant discipline up to and including discharge.

Testing Types		Assumption of Results	Employee Status Waiting for Results	1st Positive	2nd Positive Within 5 Years
Reasonable Suspicion	Drug or Alcohol	Assumed Positive	Off Duty Until Results Received	Removed from Duty.[1] No pay. Referred to SAP, Return to Duty Test.[2], Follow-Up Testing, Subject to Disciplinary Action.[3]	Will be Subject to Termination Except Where Substantial Mitigating Circumstances Warrant.
Return-to-Duty	Drug or Alcohol	Assumed Negative	Off Duty Until Results Received	N/A	Will be Subject to Termination Except where Substantial Mitigating Circumstances Warrant.
Follow-Up Testing Minimum 6 in 1 year up to 60 months, determined by SAP	Drug or Alcohol	Assumed Negative	On Duty	N/A	Will be Subject to Termination Except Where Substantial Mitigating Circumstances Warrant

Issues		1st Occurrence	2nd Occurrence Within 5 Years
Refusal to Test	Drug or Alcohol	Removed from Duty.[1] No pay. Referred to SAP for treatment recommendation. Return to duty and follow-up testing. Will be Subject to Termination Except Where Substantial Mitigating Circumstances Warrant.	Will be Subject to Termination Except Where Substantial Mitigating Circumstances Warrant.
Failure to Comply with Treatment Program or Return to Work Agreement	Drug or Alcohol	Off work.[1] No pay. Referred to SAP for treatment recommendation. Return to Duty and follow-up testing. Will be Subject to Termination Except Where Substantial Mitigating Circumstances Warrant.	Will be Subject to Termination Except Where Substantial Mitigating Circumstances Warrant.
Alteration of Specimen	Drug or Alcohol	Will be Subject to Termination Except Where Substantial Mitigating Circumstances Warrant.[1]	Termination.

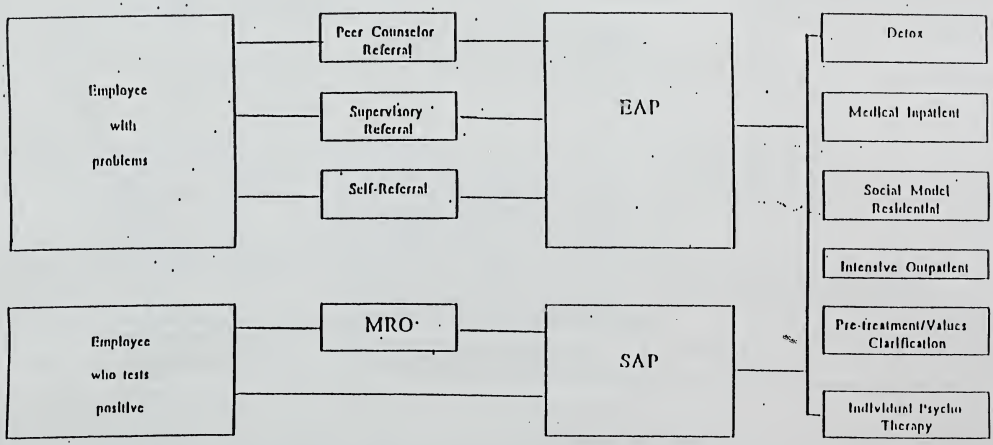
CHART A



P:\MISTWIN\ORGCHART

CHART B

PTD - LOCAL250-A ASSISTANCE PROGRAM SERVICE ACCESS



and sanitary condition by the City. The City will attempt to provide usable restroom facilities as near as possible to the end of the line. The City shall post lists on a quarterly basis giving the locations of such facilities. Public Transportation Department Management shall designate a person to ensure that restroom facilities are kept clean and maintained. Such person shall work with the union to survey the need and availability of restroom facilities on each line on a regular basis.

Section 33.2

Management agrees that it will respect the transportation pass of operators employed by other Bay Area public transit systems for passage on Public Transportation Department vehicles when mutual recognition of the transit passes is agreed to by the Public Transportation Department, BART, AC Transit, Santa Clara Transit, SamTrans and Golden Gate Bridge, Highway and Transportation District. The Director of Public Transportation agrees to use his best efforts to obtain agreement by the other systems of such mutual recognition.

Section 33.3 Radios

The City agrees that on a priority basis, all moving equipment shall be equipped with radios as soon as possible. All equipment in use shall be equipped with operable radios. No operator shall be required to operate equipment not so equipped after 8:00 p.m. and prior to 4:00 a.m.

Section 33.4

(a) Gilley Rooms

All Division Gilley rooms will be provided with lounge facilities and separate restrooms for male and female operators, and facilities providing food and snacks for operators.

(b) Vending Machines

Whenever feasible, the Public Transportation Department agrees to arrange for the installation of vending machines in Division Gilley rooms pursuant to the authority set forth in Section 4.4 of the San Francisco Administrative Code. The net proceeds from the operation and sales from the vending machines shall be used only for the provision of facilities and the maintenance of facilities for the use of Public Transportation Department operators in Gilley rooms and similar places as approved by the Union and the Director of the Public Transportation Department. The City agrees to adopt any legislation which may be required to implement this provision.

Section 33.5 Security on MUNI Vehicles

The City hereby agrees to plan and implement programs to increase public safety for passengers and drivers on Muni vehicles. The City shall commit and spend no less than $200,000 per fiscal year on safety programs. Programs may include such activities as establishing an '800' phone number for persons witnessing crimes on Muni vehicles to call, preparing (with assistance by the SFPD) one or more safety pamphlets directed to the public giving advice on protective steps that could be taken to increase security; an award program for drivers and riders whose actions increased security on Muni vehicles; a public relations program to enroll riders and those benefiting from Muni's operations in a safety program; enlisting the Police Department to give advice on how to reduce crime on Muni vehicles and similar activities.

Section 33.6 Preventive Health Care Facility

The parties to this MOU agree that a preventive health care and exercise facility available to operators can make a contribution to reducing the stress to which operators are subject on the job. The City and the Union agree to select a working committee within 30 days of the execution of this MOU to determine how and where such a facility could be established. The committee shall submit a report to the City and the Union not later than 120 days after the execution of this MOU. Upon the receipt of the report, the City and the Union shall forthwith meet and confer as to the establishment of a preventive health care and exercise facility. The City agrees that it will allocate $200,000 for the establishment of such a facility which shall be fee supported.

Section 33.7 Child Care

The City and the Union agree to establish a Joint Labor/Management Task Force on Child Care, which shall consist of three persons appointed by the Union and three persons appointed by the City. The Committee shall meet within thirty days of the formal ratification of this MOU for the following purposes:

1. Examination of the needs of Operators regarding child care related issues, including child-care emergencies, and examination of options for meeting those needs;
2. Examination of the various existing leave policies to determine the effect on child-care needs of Public Transportation Department Operators;

3. Examination of existing child-care facilities Public Transportation Department operators (e.g., unusual hours of operation, care of sick children, etc.);

4. Support for a City-wide "Flex" program under IRS Code Section 125 for use of allocated pre-tax earnings to meet child care costs;

5. Examination of potential outside financing mechanisms which could be utilized as potential sources of revenue to aid in the establishment and maintenance of a fee-support child-care facility for the children of Public Transportation Department Operators.

The Task Force shall submit a report to the City and the Union not later than three months after the date of its first meeting. The report shall include recommendations regarding the five listed items. The City will allocate the sum of $10,000 to the Task Force to provide for a child care specialist to staff the Task Force, to assist the members in its functioning, and to prepare the report. The child-care specialist shall be selected jointly by the Union and the City members of the Task Force. The City will allocate up to $100,000 to implement the recommendations of the Task Force.

Section 33.8 AVL/AVM System

It is the intent of the parties that the introduction and implementation of the AVL/AVM system is to provide the capability for better scheduling and immediate

assistance and response to emergencies occurring in the field. Any use of the AVL/AVM system for disciplinary purposes will be subject to meeting and conferring between the Union and Public Transportation Department Management. Prior to the implementation of the AVL/AVM system, the Union and Public Transportation Department Management shall meet and confer on any working condition or work rule changes resulting from the introduction of the system.

ARTICLE 34. NO STRIKE CLAUSE

Strikes, slowdowns or work stoppages are prohibited during the term of this MOU. The City agrees not to conduct a lockout against any of the employees covered by this MOU during the term of this MOU.

ARTICLE 35. ORDINANCES PURSUANT TO CHARTER A8.404

On the execution of an MOU containing the wage rates, Trust Fund contribution or other reopened terms for fiscal years 1996-2000, the Board will enact an ordinance each year pursuant to Section 8.404 of the Charter containing the new wage rates, Trust Fund contribution, and any modified terms resulting from the meet and confer process. Said ordinance shall remain in effect with the adoption of an ordinance establishing different provisions.

Article 36. AGREED POLICY ON AN APPROACH TO SOLVING CURRENT OUTSTANDING PROBLEMS ON MUNI

The City and TWU jointly recognize that MUNI is facing a number of substantial problems that will be resolved only if MUNI management and the Union can work together to solve them. It is also recognized that arriving at solutions will take time and will require agreement on problem-solving approaches to reach solutions. To that end, the parties hereto agree on the following principles:

1. In planning and implementing all new programs that will involve or affect transit operators, MUNI will meet and confer with TWU as required by the Meyers-Milias-Brown Act.
2. In dealing with issues such as reduction in industrial injuries and accidents, safety (including the Integrated Safety and Loss Prevention Program), stress reduction and similar programs, to the extent legally permissible, all programs will be conducted by MUNI 's Division of Finance, Administration and Personnel. In this way, the experience and learning involved will be retained within MUNI, to the benefit of future programs.
3. The City and TWU will jointly seek Federal Assistance for creating a continuing interest-based bargaining system to facilitate Union/Management problem solving. The issues that are recognized to exist to be dealt with through the grant-funded program include:
   a) Managing and reducing workers compensation costs
   b) Absenteeism
   c) Improved delivery of public transportation services
   d) Safety of passengers and operators

e) Improving driver-passenger relations.

ARTICLE 37. NEW AND EXPANDED TRAINING PROGRAM

It is hereby agreed by TWU and MUNI that a new and augmented training program for transit operators will be prepared by the Training Department in consultation with TWU. Training will include, in addition to operating procedures, sensitivity training, training in passenger relations, and training in how to handle potential claims against MUNI. Efforts will be made by TWU and MUNI to recruit senior, experienced operators to fill these important positions. The Director of Public Transportation recognizes that additional training for supervisors and managers covering the same matters covered in operator training would be beneficial.

No operator will be held responsible for failing to do any part of his/her job which is governed by a rule or regulation of the Department of Public Transportation unless the alleged rule/regulation violation has been covered in training or provided to the operator in writing.

ARTICLE 38. ADA (AMERICANS WITH DISABILITIES ACT)

The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of Federal, State and local disability anti-discrimination statutes and the Fair Employment and Housing Act. The parties further agree that this Agreement shall be interpreted, administered and applied so as to respect the legal rights of the parties. The City reserves the right to take any action necessary to comply therewith.

The City agrees to provide notice to the Union prior to taking an action required by the provisions of the ADA which is in conflict with the provisions of this MOU, and to meet and confer with the Union on request.

Article 39. MULTI-YEAR CONTRACT

Benefits of employment established by this Memorandum of Understanding shall conform at all times to the requirements of Charter section A8.404. The parties agree to meet and confer if and when necessary to meet the above requirement.

ARTICLE 40. DURATION

This MOU shall be in effect for the period from July 1, 1996 to and including June 30, 2000.

ARTICLE 41. SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of conflicting with any decree of a court, or any other reason, such invalidation of such part or portion of this MOU shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

Signed this _____ day of _____, 1996.

OFFICE OF THE MAYOR,
CITY AND COUNTY OF SAN FRANCISCO

Willie L. Brown, Jr., Mayor

Andrea R. Gourdine, Human Res. Director

Geoffrey Rothman, Empl. Rel. Director

BOARD OF SUPERVISORS,
CITY AND COUNTY OF SAN FRANCISCO

Kevin Shelley, President

PUBLIC TRANSPORTATION COMMISSION

Rudolf Nothenberg, President

PUBLIC TRANSPORTATION DEPARTMENT

Emilio R. Cruz, Director

APPROVED AS TO FORM
Louise Renne, City Attorney

BY
Louise Renne, City Attorney

TRANSPORT WORKERS UNION
OF AMERICA, AFL-CIO.

Lawrence B. Martin, Intl. Vice President

TRANSPORT WORKERS UNION
LOCAL 250-A

Ray J. Antonio, President

William K.Y. Jung, Exec. Vice President

Claire Caldwell, Secretary/Treasurer

Wilson Mills, Recording Secretary

APPROVED AS TO FORM
ON BEHALF OF THE UNION

Irwin Leff, Counsel to the Union

APPROVED AND ADOPTED BY
THE BOARD OF SUPERVISORS
BY RESOLUTION NO. _____
ON_____

APPENDIX A - SIDELETTERS

APPENDIX A - SIDELETTERS

All existing sideletters must be attached to this MOU as an Appendix thereto not later than October 30, 1996. Any sideletter not so attached shall be deemed to have expired, and will no longer be enforceable.

All future sideletters affecting matters within the authority and control of the Department of Public Transportation shall be entered into by and between TWU and the Director of the Public Transportation. If appropriate, the sideletter will be subject to approval of the Public Transportation Commission.

SIDE LETTER AGREEMENTS

SIDE LETTER NUMBER	DATE	SUBJECT
#1	April 3, 1985	Avoidable Accident Policy
#2	July 24, 1986	Accident Review Board
#3	August 1, 1986	Child Care Facilities Study
#4	August 1, 1986	Privatization
#5	August 1, 1986	Martin Luther King Birthday Service
#6	November 3, 1986	Passenger Service Reports
#7	May 18, 1988	Step 2 and Step 3 Hearing Process
#8	June 28, 1988	Step 3 Hearing Procedures
#9	August 4, 1988	Step 1 Hearing Procedures
#10	April 28, 1989	Agreement Re: Cable Car Operations
#11	August, 1989	Supply Data (Public Documents) – Issue 26
#12	August, 1989	Health Facility
#13	January 30, 1990	Automatic Car Identifier
#14	March 13, 1990	Certified Mail for Step 3
#15	March 26, 1990	Dismissal/Termination
#16	May 1991	Guidelines Re: Disciplinary Charges
#17	May 1991	Funding Health Facility
#18	May 1991	Proof of Payment Fare Collections on LRV'
#19	June 7, 1993	No Layoffs and No Reduction in Budgeted Positions
#20	January 20,1994	SDR-Subject to Daily Reassignment Runs
#21	February 16, 1994	Potrero and Upper Yard Parking
#22	December 5, 1994	Barred and Disqualified List
#23	October 29, 1996	Safety Sensitive Positions Avoidable Accidents.
#24	October 29, 1996	Light Duty Program
#25	October 29, 1996	LRV Runs
#26	October 29, 1996	Workers Compensation
#27	October 29, 1996	Re: Class 2 License
#28	No Date	Special Duty
		Street Reassignments

Avoidable Accident/Retraining Policy

Division Superintendents will make every attempt to investigate accidents in regard to chargeability.

Accident retraining will continue following accidents charged Avoidable. If the "A" charge is reversed by either the Superintendent or the Accident Review Board, the notation of the accident retraining will be expunged from the operator's record for future disciplinary purposes.

In the case of serious accidents (for example, but not limited to equipment/equipment, pedestrian, serious injury, fatality or safety violations) accident review board will be scheduled as soon as possible to hear the case.

TWU Local 250-A

Deputy General Manager

79f

July 24, 1986

SIDE LETTER AGREEMENT

ACCIDENT REVIEW BOARD

It is hereby mutually agreed that the following procedures governing the Accident Review Board process be adopted:

1. The Accident Review Board will consist of three members as follows: Union, Management, and a Neutral party. The Board will:

   a) Have access to Claims files and the Operator Accident report prior to and during the hearing.

2. A Management Representative will be present at Accident Review Board hearings and will be allowed to make statements to the Board regarding Management's position on accidents being appealed during the hearing. The primary role of the Management Representative is to present relevant information on behalf of management as to why the avoidability of the accident should be upheld.

3. The primary role of the Union Representative is to represent the Operator and to assist the Operator in presenting relevant information to the Board regarding the accident.

4. The Union and Management Representatives will:

   a) Have access to the Operator Accident report "only", prior to and during the hearing.

   b) Will not have access to Claims files.

   c) Will be allowed to make statements after Operator has stated his/her case to the Board.

   d) After statements by all parties have been given to the satisfaction of the Board, the Operator, along with the Union and Management Representatives, will leave the hearing room to allow the Board to vote. After the decision of the Board is reached, all parties will be recalled into the hearing room, at which time the impartial person will be responsible for giving the decision of the Board to the Operator and reasons why. No further discussion is allowed. The decision of the Board is final.

SRC

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5. Claims files will be made available to the Accident Review Board, in complete confidence, on the day of the hearing and will be under the control of the Management or a Claims Representative.,

6. Except for Claims files, other available information regarding the accident will be made accessible to the Union and Management Representatives.

7. The Union Representative will have access to the accident reports kept in the Safety & Training Unit seven (7) days prior to the Accident Review Board hearing.

8. Rule Violation - Vehicle Code issues are not to be part of the discussion during the Accident Review Board hearing.

9. The Accident Review Board and other participants in the review hearing will focus on the causative factors of the accident. Questions and answers will focus on the facts of the case only. It must be understood that the Accident Review Board is a review board.

APPROVED:

Samuel W. Walker

SAMUEL W. WALKER
President
Transport Workers Union, Loc 250-A

William G. Stead

WILLIAM G. STEAD
General Manager
San Francisco Municipal Railway

August 1, 1986

SIDE LETTER AGREEMENT

CHILD CARE FACILITIES STUDY

The Municipal Railway shall provide up to $10,000 for an analysis of the need for child care facilities for dependents of MUNI operators and assessment of feasible means of meeting those needs.

Within thirty days of execution of this letter MUNI and Local 250A agree to appoint three members each to a committee. The committee will submit a report to the City and Local 250A within 120 days of the execution of this letter. The City and Union will then meet and confer regarding the establishment of child care facilities.

Samuel W. Walker
Samuel W. Walker
President
Transport Workers Union,
Local 250A

William G. Stead
William G. Stead
General Manager
San Francisco Municipal Railway

August 1, 1986

SIDE LETTER AGREEMENT: PRIVATIZATION

Public Utilities Commission policy regarding privatization of Municipal ailway transit service adopted in Resolution 86-0103 March 25, 1986 is as llows:

The Public Utilities Commission reaffirms its commitment to maintain the st cost effective means of providing transportation and transportation lated services, specifically to include fair and adequate consideration of e private enterprise providers' role therein.

The Public Utilities Commission continues the policy of seeking and sidering the widest possible range of public input and comment, especially m private sector providers, in the planning and decision making process.

In furtherance of these goals, the Public Utilities Commission hereby ects the staff to:

a) Further develop a model of the "full costs" of transportation and transportation related services now being provided by the Municipal Railway in order to provide an improved method of making valid cost comparisons between the costs of Municipal Railway provided services and the costs of providing these services through private sector providers who have the capability of doing so.

) Review the process of soliciting private sector input into the planning and decision making of the Public Utilities Commission with respect to the Municipal Railway and to eliminate any constraints to such input as may exist.

Establish, with the approval of the commission, a fair and effective means of resolving the complaints of any private sector provider who believes that private sector opportunities to reduce cost while maintaining service levels and fare structures have not been fairly or adequately considered by the Public Utilitities Commission or staff.

Commission has at various times executed 13 (c) agreements in ion with UMTA grants. The Commission will adhere to the terms of such nts, including terms relating to the rights of employees and their hich may be involved in the process of considering the privatization ipal Railway transit service. Local 250A will be informed whenever an volving 13 (c) agreements of which it is a party is under active

l W. Walker
Walker, President
Workers Union
A

William G. Stead
General Manager
San Francisco Municipal Railway

August 1, 1986

SIDE LETTER AGREEMENT

M.L. KING BIRTHDAY SERVICE

s directed by the General Manager-Public Utilities the Municipal Railway will perate a Saturday schedule on Martin Luther King, Jr.'s Birthday January 12, 987.

uel W. Walker
sident
nsport Workers Union,
al 250A

William G. Stead
General Manager
San Francisco Municipal Railway

SAN FRANCISCO MUNICIPAL RAILWAY 949 PRESIDIO AVENUE, SAN FRANCISCO, CALIF. 94115 415-673-6864

file

dup PSRs

MEMORANDUM

November 3, 1986

TO: All Division Managers and Division Chairmen

FROM: Paul Toliver
Deputy General Manager
Transportation

PROBABLY

SUBJECT: Passenger Service Reports

The Transport Workers Union, Local 250A, MOU Section 23.4 (b) states: "Passenger Service Reports: (b) Minor PSRs will be discussed with the operator and filed for a period of 12 months with no record entry made. When an operator has received a total of five minor reports within the previous 12 months or three/minor reports of a similar nature within the previous 12 months, the operator will receive a formal warning, to be entered on the personnel record, that, the next PSR received will be treated as a major report."

Effective immediately, Division Managers and Chairmen will set up a screening committee on Minor PSRs. Those that are obviously the operator's fault or have no merit shall be destroyed. If the operator disagrees with the PSR upon being notified, he/she shall have the right to a discussion with the Division Manager, accompanied by a Union Representative.

PRC

Superceded by

This letter has not been Superceded

Reviewed and Conferred:

Lowell W. Walker 11/14/86
Lowell Walker
President, TWU Local 250-A

MEMORANDUM

DATE: May 18, 1988

TO: D.W. Coffey
Larry Martin
Bobbie L. Brown

FROM: William G. Stead

SUBJECT: STEP 2 AND 3 HEARING PROCESS

A meeting to discuss the Muni TWU 250A grievance process was held at 6:00 p.m. on 16 May 88. In attendance were Messrs. Coffey, Martin, Brown and myself. We agreed on the following:

1. The Step 3 Hearing Officer will not be in the Transportation Chain of Command. At the present time it will be the Muni GM.

2. The Step 2 Hearing Officer will be Messrs. Stein or Cameron.

3. The respective division managers will present their cases at the Step 2 level.

4. If significant new evidence is submitted at Step 3, the Step 3 Hearing Officer may remand the case back to Step 2. The Step 2 Hearing Officer will rehear the Step 2 case considering the new evidence.

5. If evidence is submitted by the grievant that is proven to be false (e.g. radio call not on tape) then said event will be recorded as part of the record of the case being heard. Said item will not result in a new charge.

cc: P. Toliver
J. Stein
D. Cameron
R. Conoly

RECEIVED
JUN 30 1988

ne 28, 1988

Bobbie Brown
nsport Workers Union of America
l 250A
Howard Street, 3rd Floor
Francisco, CA 94105

Mr. Brown:

aldwell and I agreed that effectively immediately the Step 3 Hearing
r will provide specific reasons as to why a grievance is denied or
d. I feel that this is in the best interest of all concerned. I am
irecting that the same procedure be followed at the Step 1 and 2
. Said reasoning would be valuable to me as the Step 3 hearing

questing a one page brief from the union the highlights the union's
ts for the Step 3 Hearing officer granting each grievance. Said
s will be presented at the onset of each Step 3 hearing

y,

. STEAD
anager

liver
kirk

on

STEP 1 HEARING PROCEDURES

The Division Superintendent shall make a decision on diciplinary matters within two (2) working days after the Division Superintendent hearing.

The Transport Workers Union Local 250-A (UNION) shall grieve, if the Union so desires, said decision within three (3) working days. If the Union grieves the Superintendents decision within the prescribed time limits, the Division Superintendent shall do one of the following:

1. Deny the grievance and return it to the Union. (The Grievance may then be entered into the Step "2" Grievance process by the Union within the prescribed time limits).
2. Accept the Grievance and return it to the Union. (The Grievance shall then have been deemed resolved).

In no case is the Division Superintendent to hold an additional hearing for a Step "1" Grievance, on the same rule violation.

Prescribed time limit may be waived if it is mutually agreed to by the Superintendent and the Union

All Division Superintendent hearing shall include having a Union Representative present.

WILLIAM G. STEAD,
General Manager,
SF MUNICIPAL RAILWAY

BOBBIE L. BROWN,
President
TRANSPORT WORKERS UNION LOCAL 250-A

BRC

8/4/88

s/8-88

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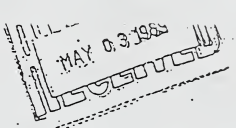

April 23, 1983

GENERAL BULLETIN: CABLE CAR OPERATIONS

SUBJECT: JOINT AGREEMENT BETWEEN TWU 250A AND MUNI TRANSIT MANAGEMENT

In a cooperative effort to improve Cable Car Service, Municipal Railway Transit Management and Transport Workers Union Local 250-A officers, at a meet and confer meeting, have agreed to the following:

1. SCHEDULES

Local 250-A and Muni Management agree that our goal is to operate the Cable Cars in place and on time.

TURNTABLE RULES - POWELL AND MARKET

There will be a starter at Powell and Market. Local 250-A and Muni Management will jointly decide who works this shift. This shift will be filled seven (7) days a week. The hours of work will be from 10:00 AM to 8:00 PM (no split).

a. The starter is instructed that when the lead car crosses Jarrell Street, the next car must be dispatched from the Powell Market turntable.

b. In the event of emergencies, where long gaps in service occur, the starter shall have the authority to hold cars and dispatch as necessary in an effort to restore headways.

TURNTABLE RULES - OUTER TERMINAL 59 (MASON) & 60 (HYDE) LINES

a. Crews are to go on the turntable sufficiently in advance of their scheduled or assigned leaving time so as to be able to go on their SCHEDULED OR ASSIGNED LEAVING TIME.

b. When you are the first car waiting to go on the turntable and a third (3rd) car arrives at the terminal, the crew of the first car is to immediately go on to the turntable ... REGARDLESS OF THE AMOUNT OF TIME REMAINING BEFORE YOUR SCHEDULED OR ASSIGNED DEPARTURE TIME.

TERMINAL RULES - INNER TERMINAL-61 (CALIFORNIA) LINE

The first car waiting on the nearside of California and Powell must move into the terminal and loading area immediately when the terminal is clear of Cable Cars.

GATEWAYS

General Superintendent L. N. Johnson has instructed all Cable

Car Inspectors on how to headway Cable Cars. Inspectors were directed to use eight (8) minute headways when returning the line to "on time." When less than the scheduled number of cars are available, on a given line, the headways will be extended based upon the number of cars.

5. SWITCHING MODES

Local 250-A and Muni Management agree that voluntary switching of modes will become effective on April 24, 1989.

6. RELIEFS

Cable Car Inspectors are to make every effort to insure that crews get off on time without adversely effecting service.

W. G. Stead
General Manager
San Francisco Municipal Railway

2 MAY 89

B. L. Brown
President,
Transport Workers Union,
Local 250-A

J. B. Stein
Deputy General Manager
San Francisco Municipal Railway

R. J. Antonio
Secretary Treasurer,
Local 250-A

L. N. Johnson
General Superintendent,
Rail Transportation

C. T. Flintroy
Division Chairman,
Cable Car Divison

L. W. Olson
Superintendent,
Cable Car Division

J. R. Luchsinger
Assistant Superintendent,
Cable Car Division

RC

ORIGINAL

1989-1991 Memorandum of Understanding
Side Letter Re Issue 26 - Supplying Data

ust ____, 1989

bie Brown, President
nsport Workers Union, Local 250A
Howard Street, 3rd Floor
Francisco, CA 94105

Dear Mr. Brown:

This letter is to confirm the agreement arrived at in the recent
tiations concerning Muni and the PUC supplying data to the
n.

The PUC and Muni agree that the Transport Workers Union will
pplied with all public records prepared by Muni or the PUC or
ltants working on their behalf consisting of data, charts, graphs,
; or similar documents on all issues covered by the MOU,
ling data on discipline, accidents (including compiled accident
ts as requested by the Stress & Hypertension Investigators)
schedules, etc., and the Union will be placed on the regular
ution list for receiving those tables regularly prepared and
uted in Muni.

Thomas J. Elzey, GMPUC

William Stead, GMMuni

l:

Martin, TWUA

Brown, Local 250A

#(11)

1989 - 1991 M.O.U.

Side Letter re: Health Facility

August _____ 1989

Mr. Bobbie Brown, President
Transport Workers Union, Local 250A
660 Howard Street, 3rd Floor
San Francisco, CA 94105

Dear Mr. Brown:

This letter is to confirm an agreement reached during recent negotiations concerning the building of a health facility. The San Francisco Municipal Railway agrees to make space available at its Presidio Avenue location for the construction of a Preventive Health Care facility. This facility shall be similar in nature as the one operated by employees of the Portland, Oregon Transit System (TRI-MET).

ARC

AGREED:

Larry Martin
International Rep., TWU

William G. Stead
General Manager, Muni

Bobbie Brown
President, TWU Local 250A

George L. Newkirk
Director of Labor Relations

N:pm/5247G

#(12.)

SIDE LETTER

RE: AUTOMATIC CAR IDENTIFIER

As a result of meet and confer, it is mutually agreed between Muni and TWU Local 250A that the Automatic Car Identifier (ACI) at Cable Car will not be used nor will information generated by the system be used for disciplinary action. Information generated from this system will be supplied to the union.

William G. Stead 30JAN90
William G. Stead

Bobbie L. Brown
Bobbie L. Brown
1-30-90

RG

IT IS AGREED: That effective March 13, 1990, notification to operators through Certified Mail will be used for -

1. Step 3 Dismissal/Termination Cases (scheduling and decisions)
2. 6.06 Scheduling
3. Arbitration

Notification of Operators for initial charges or Step 2 scheduling or decisions will not be Certified Mail. Further, it is agreed that Section 23.2 of the Memorandum of Understanding, in reference to the sentence: "charges must be communicated to the employee and the union not later than nine (9) weeks days (excluding holidays)", also excludes time that an operator is carried sick, vacation, industrial or on any other official leave category.

MET & CONFERRED:

JOHNNY STEIN
Deputy General Manager &
Chief Transportation Officer

BOBBIE BROWN
Local 250-A

KG:me
3302F

GUIDELINES RE: DISCIPLINARY CHARGES

When preparing charges against a transit operator for an alleged rule violation, only the specific rule related to the violation will be cited. When justified, additional rules may be cited only if directly related to the violation. It is understood that multiple rule violations require multiple rule citations.

Failure to cite specific rule(s) within the prescribed time limit(s) will cause charges for discipline waived and invalid in accordance with the Memorandum of Understanding.

agreed to replace Memorandum of 13 Feb 90

William D Stead 20FEB90

6-Feb-90.

ER

#15

1991-1995 Memorandum of Understanding
Side Letter Re Funding Health Facility

May ____, 1991

Bobbie Brown, President
Transport Workers Union, Local 250A
660 Howard Street, 3rd Floor
San Francisco, CA 94105

Dear Mr. Brown:

This letter is to confirm the agreement arrived at in the recent negotiations concerning the funding of the Health Facility being developed for use of Muni operators.

It is our understanding that $65,000, plus certain additional sums required by the Registrar of Voters, is needed to complete the facility. The City will work with the Union to secure the funds, including the sums required by the Registrar of Voters, so that the Health Facility may be completed. It is the goal of the parties to get the facility under construction by January, 1992.

Claude Everhart, Deputy Mayor

Agreed:

Lawrence B. Martin

Bobbie Brown, Local 250A

LRC

11

1991-1995 Memorandum of Understanding
Side Letter Re Proof of Payment Fare Collections on LRV's

May ____, 1991

Bobbie Brown, President
Transport Workers Union, Local 250A
660 Howard Street, 3rd Floor
San Francisco, CA 94105

Dear Mr. Brown:

This letter is to confirm the agreement arrived at in the recent negotiatiaons concerning the introduction of the Proof of Payment method of fare collections on LRV's.

Before the Proof of Payment system of fare collections is implemented on the LRV's, GMPUC will meet and confer with Local 250A as to the proposed action. No Proof of Payment fare collection system will be introduced on the Muni system before there is a fully developed security system operating on the LRV's.

Thomas J. Elzey, GMPUC

Johnny Stein, GMMuni

Agreed:

Lawrence B. Martin

Bobbie Brown, Local 250A

1991-1995 Memorandum of Understanding
Side Letter Re No Layoffs and No Reduction in Budgetted Positions

May ____, 1991

Lawrence B. Martin, International Representative
Transport Workers Union of America, AFL-CIO
660 Howard Street, 3rd Floor
San Francisco, CA 94105

Dear Mr. Martin:

This letter is to confirm the agreement arrived at in the recent negotiations concerning the layoff of employees and reduction of budgetted positions.

There will be no layoff of employees covered by any of the TWU Memoranda of Understanding or reduction of budgetted positions covered by any of the TWU Memoranda of Understanding from the date of this letter until the end of fiscal year 1991-1992. Thereafter, before there is a layoff of employees or a reduction of budgetted positions, the City and the PUC will meet and confer with this Union as necessary.

Claude Everhart, Deputy Mayor

Thomas J. Elzey, GMPUC

Agreed:

Lawrence B. Martin

Bobbie Brown, Local 250A

Fred Peterson, II, Local 200

RECEIVED
JUN - 9 1993

SDR - SUBJECT TO DAILY REASSIGNMENT RUNS

DAILY PROCEDURES

Commencing with the June 19 (Green Division) or July 3 (Woods, Kirkland, Flynn, Potrero, Presidio Divisions) sign-up, SDR- Subject to Daily Reassignment runs will be effective. SDR runs will be selected from the Equipment Availability Listing for each Division effective with the new sign-up. The number of SDR runs will be as follows:

Woods, Potrero, Presidio, Kirkland - 15 runs each
Flynn, Green - 10 runs each

SDR runs will be so indicated on the 5-day work schedule posted for the sign-up.

When the Division Dispatcher has received notification from the Yard Starter (or the shop supervisor in the absence of a yard starter) that there will be a shortage of equipment available for the next day's AM pull-out, then the Division Dispatcher can reassign an SDR operator from his/her regular assigned run to another run for that day.

The method of reassignment shall be:

1. To a run that finishes earlier or within 1 hour of the regularly assigned run.
2. Advance notification of the run reassignment on the Daily Detail.
3. Reassignment of SDR runs shall be a a rotation basis only. All SDR runs shall be utilized first before a second application/reassignment occurs for any specific SDR run.
4. Operators on SDR runs shall be paid the higher of the regular run or the run reassigned to for that day, plus $1.00 per hour premium for the run change.

These daily procedures will be reviewed by the Division Manager and the Division Chairman to ensure compliance.

RC

Johnny B Stein
OF. MUNICIPAL RAILWAY

ATED: 7 June 93

Robert S Bean
TWU, LOCAL 250-A

January 20, 1994

POTRERO UPPER YARD PARKING

1. handicap
2. op of month
3. supt
4. asst. supt.
5. lead dispatcher
6. street ops manager
7. asst street ops mgr
8. asst street ops mgr
9. asst street ops mgr
10. asst street ops mgr
11. asst street ops mgr
12. union
13. union
14. union
15. visitor (marked)
16. division instructor
17. maintenance truck 404
18. street ops truck
19. street ops truck
20. street ops truck
21. division secretary
22. - 30. open "first come first served"

Joe Barnes

Joe Barnes, President
Local 250-A Transport Workers Union

Kathy Gilbert

Kathy Gilbert, Deputy General Manager
and Chief Transportation Officer

Johnny B Stein

Johnny B. Stein, General Manager
San Francisco Municipal Railway

#20

AGREEMENT

BARRED & DISQUALIFICATION LIST

MUNI Transportation Management and the Transport Workers Union, Local 250-A agree that the following procedures will be followed with respect to placing 9163 platform employees on the "Barred & Disqualification List":

1. All 9163 platform employees currently on the Barred & Disqualification List will remain in force for the current General Signup period.

2. All 9163 platform employees who are placed on the Barred List because of safety, excessive industrial injuries, mishandling of fares (Step 3 decision), and/or accidents shall be done so with the approval of the DGM/CTO. Both employee and officer of TWU 250-A shall be so informed in writing. In the event of a dispute between the union and management, the General Manager MUNI will discuss and evaluate disqualification with President, Local 250-A.

3. All 9163 platform employees who are deemed "disqualified" for either gripmen or conductor assignments by the Safety & Training section shall be so informed in writing with reasons stated. Permanent disqualification or one-time disqualification shall be indicated in writing. Operators who are given a one-time disqualification shall be allowed to return in subsequent General Signups with the following stipulations:

   a. If they return on the following/subsequent General Signup, training shall be provided per the MOU Section 19.1, limited to 5 paid days.

   b. If they are disqualified on the second/subsequent General Signup, they may be given a permanent disqualification.

Kathleen Gilbert
Deputy General Manager/
Chief Transportation Officer

Joseph Barnes
President, Transport Workers
Union, Local 250A

DATE: February 16, 1994

MARKED HOUSE LETTERS

December 5, 1994

SIDE LETTER FOR SAFETY SENSITIVE POSITIONS
TRANSPORT WORKERS UNION LOCAL 250-A & LOCAL 200

We tentatively agree that as long as the FTA regulations are in place, all personnel in Operations who have the possibility of performing any safety sensitive functions will be randomly tested for prohibited drugs and alcohol, including operators, transit supervisors and transit managers, up to and including the Deputy Director of Operations, and other positions if determined to perform safety-sensitive functions. This understanding is contingent on reaching final agreement at negotiations between the City and the affected Unions.

Signed:

Joe Barnes, Local 250-A

Fred Peterson, Local 200

Kathleen Gilbert
Dept. of Transportation

#72

LIGHT DUTY PROGRAM

The procedure set forth below shall constitute the San Francisco Municipal Railway's Light Duty Program; jointly established by the San Francisco Municipal Railway and the Transport Workers' Union, Local 250-A:

1. A number of active 9163 positions will be set aside by the Surface Transportation office and shall be designated Light Duty.

2. Any employee who is medically certified and qualified for any one of the designated positions must be able to perform the job or be trained to perform the job within five (5) days or less.

3. Employees will be assigned to these positions on a first-come, first-serve basis. If two or more requests are made on the same date, seniority shall prevail.

4. Preference shall be given to:

   a. Employees returning from industrial injury and released for light duty;
   b. Medical reasons;
   c. Union request.

5. Once all designated positions are filled, a waiting list will be kept in the Surface Transporation Office. The list will be maintained in receipt order.

6. Exceptions to the above are by approval of the Director only.

7. The positions that will be designated Light Duty shall be at the discretion of the Director.

SIGNED:

Director of Public Transportation

Deputy Director of Operations

Joseph W. Barnes
President, TWU Local 250-A

International Vice President

#73

Agreement
October 29, 1996

For the purposes of providing adequate lead time to correct equipment availability problems at Green Division, Muni management and Transport Workers Union, Local 250A agree to the following temporary plan:

1. The weekday LRV equipment demand will be reduced from 101 peak cars to 96 peak cars.

2. A daily priority list will be used with one car (one run) reduced from each line: J, K, L, M, N during each peak period.

3. A different list of runs will be used for each weekday, not repeating any of these runs more often than every five weekdays.

This policy will stay in effect until the demand is increased to over 100.

MUNI MANAGEMENT

Joseph W. Barnes
TRANSPORT WORKERS UNION
LOCAL 250A

SAN FRANCISCO MUNICIPAL RAILWAY 949 PRESIDIO AVENUE, SAN FRANCISCO, CALIF 94115 415 673-6864

Side Letter Re Workers Compensation

October 29, 1996

Joe Barnes, President
Transport Workers Union, Local 250A
1508 Fillmore Street, Suite 211
San Francisco, CA 94115

Dear Mr. Barnes:

This letter is to confirm the agreement arrived at in the recent negotiations concerning the issues raised by the union as to the operation of the workers compensation system as administered by the Department of Human Resources.

It was agreed by the City and the Union that the Mayors Office will initiate meetings to resolve the current problems. Thereafter, a Committee will be set up with an equal number of invited members from the Union, Muni, and the Department of Human Resources which will meet monthly to review the operation and problems arising in the workers compensation system as it affects Muni employees represented by the Union. The Committee will be set up within 30 days of the ratification of the MOU by the Board of Supervisors.

Emilio R. Cruz, Director of Public Transportation

Agreed:

Lawrence B. Martin

Joe Barnes, Local 250A

SAN FRANCISCO MUNICIPAL RAILWAY 949 PRESIDIO AVENUE, SAN FRANCISCO, CALIF 94115 415-673-6864

October 29, 1996

Mr. Joe Barnes
President, Transport Workers Union
1508 Fillmore Street, Suite 211
San Francisco, CA 94115

Dear Mr. Barnes:

When signed and dated by you, this letter will confirm that in the event temporary reassignments are made in accord with the provisions of section 13.4 of the Memorandum of Understanding between the Transport Workers Union and the City and County of San Francisco for 1996-2000, the following four (4) operators who are not eligible for a Class 2 Chauffeur's License will be given alternative work not requiring a Class 2 License. It is also agreed that if the alternative assignment does not provide more than eight (8) hours per day, the following four (4) operators shall receive eight (8) hours pay per day, rather than their run pay. The following are the four (4) individuals who are covered with this letter of agreement.

	NAME	IDENTIFICATION NUMBER
1.	Clark L.	592
2.	Jimenez L.	789
3.	Gerstbacher C.	1131
4.	Llerena, P.	589

TRANSPORT WORKERS UNION

for JOE BARNES
President

10-29-96
Date

MUNICIPAL RAILWAY

EMILIO R. CRUZ
Director of Public Transportation

Date

#26

October 29, 1996

SPECIAL DUTY

In the operating divisions of Woods, Potrero and Kirkland there will be up to two full-time Special Duty people each. All the other divisions will be permitted up to one Special Duty full-time person each day.

Any additional Special Duty assignments shall be approved by the Director without exception. These additional assignments may require operation of transit equipment as needed.

All Special Duty operators will wear uniforms.

THIS WILL BE IN EFFECT FOR ONE YEAR AND WILL BE REVIEWED AGAIN AT THAT TIME.

Joe W. Barnes

Joe W. Barnes, President, TWU Local 250A

Emilio R. Cruz, Director, Public Transportation

#27

After an Operator has pulled his or her run out of the division in order to provide service, Transit Supervisors and Managers may reassign the Operator to a line or route other than the one bid for by the Operator under the following circumstances:

a) A line is blocked due to fire, accident, wires down, or other such emergency situation; or

b) To provide shuttle services during major delays on the Muni metro, cable car, or trolley coach systems;

c) Except as set forth above, reassignments on the street shall conform to the provisions of Sections 14.2 and 14.3 of the 1986-88 MOU.

APPROVED:

Samuel W. Walker
SAMUEL W. WALKER
President
Transport Workers Union, Loc 250-A

William G. Stead
WILLIAM G. STEAD
General Manager
San Francisco Municipal Railway

29

APPENDIX B - GRIEVANCE PROCEDURE

APPENDIX B: GRIEVANCE PROCEDURE

The authorized Grievance Procedure is as follows:

(a) A "grievance" is defined to be a complaint on the part of any employee or the Union that there has been, on the part of the Director of Public Transportation or any of his/her duly authorized subordinates, noncompliance with, or a misinterpretation or misapplication of any working condition, rule or resolution of the PTC, which is within its proper jurisdiction, affecting its employees, or that an employee has been recommended for discipline without good cause, or that a disciplinary penalty proposed before invocation of the grievance procedure is not fair and equitable or related to the offense committed, with due regard to the employee's record.

(b) Grievances shall be processed and settled in the following manner:

Step 1:

The aggrieved employee (hereinafter referred to as "grievant,") either orally or in writing, personally or through the Union, may present a grievance to his Division Superintendent at any time within three (3) days after notice of a proposed disciplinary action or, in the case of noncompliance with, or a misinterpretation or misapplication of any working condition, rule or resolution of the Commission affecting its employees, within three (3) days of the occurrence of such event. A representative of the Union shall be permitted to be present at this discussion. The Division Superintendent to whom the grievant makes this complaint shall communicate the decision to the grievant and to the Union, if a representative of the Union was present, within two (2) days after receiving the complaint.

Step 2:

The grievant or the Union may appeal from the decision at step 1 within three (3) days after the step 1 decision. This appeal shall be in writing and shall set out fully the basis of the grievance. The appeal shall be made to the General Superintendent of Surface Transportation. The General Superintendent shall investigate the grievance, hearing from the Union representative and grievant if he/she deems it necessary. Within three (3) days of receiving the grievance the General Superintendent shall render his/her written decision, sending it to the Union representative and the grievant. Grievances raised by the Union shall be initiated at Step 2, within the same time limits as prescribed for step 1.
The savings rendered by the amendment of this step 2 procedure shall be used for incentive programs.

Step 3:

At any time within five (5) days after the Step 2 decision, the grievant or the Union may appeal in writing therefrom to the Deputy Director of Operations. The said Deputy Director of Operations or his/her duly designated representative shall conduct a hearing on the grievance within five (5) days after receipt of the appeal, and the grievant and the Union shall be given notice thereof and an opportunity to be heard. Within seven (7) days after the close of the hearing, the said Deputy Director of Operations shall file the written decision and deliver a copy thereof to the grievant and to the Union.

Where the grievance is directed against a proposed disciplinary dismissal, the grievance shall be initiated at Step 3, and must be raised within four (4) days

of mailing the notice of intention to file charges for dismissal to the grievant's last known address.

Step 4:

The Union or the grievant may, at any time within seven (7) days after the mailing of the Step 3 decision, appeal from such decision to the impartial hearing officer by filing written notice of the appeal with the Deputy Director of Operations and impartial hearing officer except where the appeal is from a proposed disciplinary dismissal, in which event the appeal must be initiated within one (1) day of the Step 3 decision. The impartial hearing officer shall conduct a hearing on the grievance or grievances submitted to him/her within ten (10) days after their receipt by him/her, except when the grievance involves a proposed disciplinary dismissal, or involves the adverse effect of a schedule on the health or safety of employees, in which event the hearing shall begin within two (2) days. At the request of the impartial hearing officer, such witnesses report to the Director of Public Transportation, the Deputy Director of Operations, the grievant, and to the Union within five (5) days after the close of the hearing, except when the grievance involves a proposed disciplinary dismissal, or involves the adverse effect of a schedule on the health or safety of employees, in which event the report shall be rendered within one (1) day after the close of the hearing.

The report shall contain a factual summary of the grievance or grievances, the evidence, and a recommended decision. The Director of Public Transportation shall exercise his/her discretion in accepting, modifying or rejecting the recommended decision.

In computing the time within which any action must be taken under the foregoing procedure, Saturdays, Sundays, and holidays shall not be counted. A

grievance may be denied at any level because of failure to adhere to the time limitations.

By stipulation of the grievant or the Union and the Deputy Director of Operations, the time limitations may be waived. The impartial hearing officer shall have the power to excuse failure to comply with time limitations.

By stipulation of the grievant or the Union and the Deputy Director of Operations, any of the foregoing steps may be bypassed, and the matter carried to the next higher step within the time limits for the appeal to the bypassed step.

(c) Nothing contained in this procedure shall be construed to deny to any employee his/her rights under the law or under applicable civil service rules, regulations and practices, or to diminish the powers and duties of the Director of Public Transportation, as prescribed in the Charter of the City and County of San Francisco.

(d) The Director of Public Transportation and the Union shall endeavor to agree upon an impartial hearing officer to serve for an agreed period of time. Should these parties fail to reach such agreement within twenty (20) days after the adoption of these rules, then, upon the written request of either party, the American Aribitration Association shall have the authority to appoint an impartial hearing officer, pursuant to its rules, who shall serve for an agreed period of time. The cost of the services of the impartial hearing officer shall be shared equally by the Union and the Commission, except that if the grievant reaches Step 4 without Union participation, the cost shall be shared by the grievant and the Commission. In the event the grievant does not desire to share in the cost of the impartial hearing officer, Step 4 shall be bypassed.

APPENDIX C - "AMBASSADOR" AND "FRIENDS OF MUNI" PROGRAMS

APPENDIX C - "AMBASSADOR" AND "FRIENDS OF MUNI" PROGRAMS

In the 1996 negotiations, the Union and Muni management discussed two programs designed to "Reinvent Muni." The Ambassador Prgoram is intended to bring into being a new relationship between operators and passengers as part of a new passenger-centered Muni. "Friends of Muni" is a new organization of Muni riders and businesses and others who are served by Muni to work together to bring a new Muni into being.

There has been agreement between Muni management and the Union on these programs, and agreement to work together to bring them into being. A source of funding for these new programs has been established as set out in Section 5.2 herein. Over the next six months, the parties shall work together to develop detailed plans for the two programs, which will be included in Appendix C of this MOU.

APPENDIX D - PASSENGER SERVICE REPORTS (PSR) CATEGORIES

APPENDIX D: PASSENGER SERVICE REPORTS (PSR) CATEGORIES

I. MAJOR PSRs:

a) Complaint-alleges that Operator was under the influence of drugs and/or alcohol.

b) Mishandling of funds.

c) Vicious conduct.

d) Willful abuse/misuse of MUNI equipment.

e) Operator observed using a radio (earphones/headset) while in revenue service.

f) Operator observed eating, drinking, or smoking while in revenue service (2nd report or more).

g) Operator observed off-route (without authorization).

h) ADA Complaint.

I) An operator who receives three Minor PSRs of a similar nature or five Minor PSRs of any type within the last twelve (12) months will be warned that the next report received will be classified as a Major PSR and may require a hearing (see Attachment 8).

II. MINOR PSRs:

Minor PSRs are complaints that do not fit in any of the categories listed for Major PSRs.

As amended in Board 9/16/96

FILE NO 93-96-29 ORDINANCE NO. 373-96

(Memorandum of Understanding)

AS AMENDED 9/16/96

IMPLEMENTING THE PROVISIONS OF A MEMORANDUM OF UNDERSTANDING / BETWEEN THE TRANSPORT WORKER'S UNION, LOCAL 250-A FOR 9163 TRANSIT OPERATORS AND THE CITY AND COUNTY OF SAN FRANCISCO FOR THE PERIOD JULY 1, 1996 THROUGH JUNE 30, 2000.

Be it ordained by the People of the City and County of San Francisco.

Section 1. The Board of Supervisors hereby implements the as amended 9/16/96 provisions of the Memorandum of Understanding between the Transport Worker's Union, Local 250-A representing 9163 Transit Operators and the City and County of San Francisco to be effective July 1, 1996 through June 30, 2000. The provisions so implemented are on file in the office of the Board of Supervisors.

APPROVED AS TO FORM

LOUISE H. RENNE
CITY ATTORNEY

DEPUTY CITY ATTORNEY

BOARD OF SUPERVISORS

SAN FRANCISCO
DEPT. OF PUBLIC
LABOR RELATIONS

96 OCT -1 PM 2:53

Board of Supervisors, San Francisco

Passed for Second Reading

September 16, 1996

Ayes: Supervisors Alioto Ammiano Bierman Brown Hsieh Katz Kaufman Leal Shelley Teng Yaki

Finally Passed

September 24, 1996

Ayes: Supervisors Alioto Ammiano Bierman Brown Katz Kaufman Leal Shelley Teng Yaki

Absent: Supervisor Hsieh

I hereby certify that the foregoing ordinance was finally passed by the Board of Supervisors of the City and County of San Francisco

Clerk

File No. 93-96-29

SEP 30 1996
Date Approved

Mayor